Vol. VI

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1943

No. 409

TENNESSEE COAL, IRON & RAILROAD COMPANY, SLOSS-SHEFFIELD STEEL & IRON COMPANY AND REPUBLIC STEEL CORPORATION, PETITIONERS,

vs.

MUSCODA LOCAL No. 123, ETC., ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI FILED OCTOBER 4, 1943.

CERTIORARI GRANTED NOVEMBER 15, 1943.

VOLUME VI.

TRANSCRIPT OF RECORD

UNITED STATES CIRCUIT COURT OF APPEALS

FIFTH CIRCUIT.

No. 10278

TENNESSEE COAL, IRON & RAILROAD COMPANY,
Appellant,

versus

MUSCODA LOCAL No. 123, ETC., ET AL.,
Appellees,

SLOSS-SHEFFIELD STEEL & IRON COMPANY,
Appellant,

versus

SLOSS RED ORE LOCAL No. 109, ETC., ET AL.,
Appellees,

REPUBLIC STEEL CORPORATION,
Appellant,

versus

RAIMUND LOCAL No. 121, ETC., ET AL.,
Appellees.

Appeals from the District Court of the United States for the Northern District of Alabama.

(ORIGINAL RECORD RECEIVED APR. 4 42.)

U. S. CIRCUIT COURT OF APPEALS
FILED

3734 SLOSS EXHIBIT No. 16.

Agreement.

Section 1. This Agreement dated ..... 1940, and entered into by and between the Sloss-Sheffield Steel & Iron ompany, (Hereinafter referred to as the "Company") and Sloss Red Ore Local No. 109 of the International Union of Mine, Mill and Smelter Workers, (hereinafter referred to as the "Union") on behalf of employees employed in the Production and Maintenance Departments of the Sloss Red Ore Mine, located at Bessemer, Alabama.

Section 2. The term employee used in this agreement does not include foreman, supervisors, technical and clerical employees.

Section 3. The Union shall be and is hereby recognized as the exclusive bargaining agency for the employees in the Production and Maintenance Departments for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 4. The following holiday's shall be observed by the Company—Emancipation Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; except for necessary Maintenance or repair work, and those employees whose occupations require continuous duty.

Section 5. Hours of Work. Except as otherwise provided, eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work, and time and one-half shall be paid for all work in excess of eight hours in any one day or forty hours in any one calendar week. Provided further, a day's work shall mean eight

hours including the time entering and leaving the mines and exclusive of lunch period.

(a) The Company shall have the right during the life of this Agreement to operate the mine one, two or three eight (8) hour shifts by different crews of men within each twenty-four (24) hour period.

(b) The eight hours per shift will not apply in case of accidents or breakdowns which may temporarily necessitate longer hours for those employees required on account thereof, and also excepting the number of men required to handle man trips, and those required to remain on duty while men are entering or leaving the mine.

(c) Time and one-half shall be paid for all work performed in excess of eight hours per day or forty hours per week except a few occupations where application of this rule is not practical.

Section 6. The duties of the Mine Committee shall be confined to the adjustment of disputes arising from this Agreement with the employees represented by them that the mine Management and employee, or employees, have failed to adjust. The Mine Committee shall have no other authority nor exercise any other control, nor in any way interfere with the operations of the mine. The Mine Committee has no authority to direct the working forces in or about the mine or any part thereof.

Section 7. If an employee, or employees, shall consider that he or they have any grievance against the Company an earnest effort shall be made, subject to the terms and provisions of this contract, to adjust same by the following successive steps:

(a) Between employee and his foreman.

(b) Between Mine Committee and Superintendent of the Mine.

(c) Between Mine Committee or Representative of the Union and the General Superintendent of Ore Mines.

(d) If such grievance arising under the terms of this contract is not adjusted and settled in the manner herein provided, then such grievance, that has not been settled by one of the modes aforesaid provided, shall be submitted to a Board of Arbitration, who shall be appointed to consider such unadjusted grievance, and shall be selected as follows:

Two (2) to be chosen by the Company and two (2) to be chosen by the Union, and these four to choose a fifth member within ten (10) days. If these four fail to agree upon the fifth member, then within ten additional days he shall be chosen by the President of Sloss-Sheffield Steel & Iron Company and the Board Member of District Five (5) of the International Union of Mine, Mill & Smelter Workers. The decision of such Board of Arbitration shall be rendered without unreasonable delay, and the decision of a majority of said Board shall be final and binding on all parties involved in such grievance. Any expense incurred by the Arbitrators shall be borne equally by the Company and the Union.

(e) There shall be no stoppage of work either by the Company or the Union, until full procedure of methods of settling grievances as outlined in this Agreement have been complied with.

Section 8. If it shall be determined that an employee has been discharged or suspended without just cause, the

Company shall immediately reinstate the employee and compensate same for time lost at his regular rate of pay.

Section 9. It is distinctly understood that the Management of the mine and the direction of the working forces, and the right to hire and discharge are vested exclusively in the Company.

Section 10. Any change in mining methods or installation of machinery that relieves or hinders the employee of any of the duties incidental to his regular work and/or increases or decreases his productive capacity, shall be recognized and a new piecework rate shall be agreed to therefor, and same shall be properly related to the basic rates for such work.

Section 11. Whenever an employee has been directed by the foreman to proceed to his usual working place in the mine and is then subsequently ordered by the foreman to return to the surface without having been permitted to perform any work, he shall be entitled to two hours' pay, providing the work is not interrupted by labor disputes.

Section 12. When an employee working on piecework is required by mine officials to leave his work at the face and perform other work he shall be paid at the rate for a miner on Company work.

Section 13. When an employee has no work at the face, and is given other work, he shall be paid at the scale for such labor.

Section 14. In the event of a shut-down and if the Company gives the employee credit to purchase provisions and supplies at the Company Commissary, on resumption of operations the employees' wages shall be cut in acocrdance with their ability to pay.

Section 15. It is agreed to observe during the life of this contract the same practices and customs in regard to the promotion, or increases and decreases in the working forces, as have been practiced in the past.

Section 16. This contract shall not conflict with any present State or Federal law, or laws, that may be enacted during the life of said Agreement.

Section 17. The wage rates and all other rates under this contract shall be twenty per cent (20%) higher than the prevailing rates under the 1939-40 contract. Provided, however, that all day rates as set out in the 1939-40 contract shall mean the minimum of basic rates paid for an eight hour day, and in no event shall a man receive less than a full day's pay for eight hours as provided in said rates, and time and one-half shall be paid for more than eight hours in any one day and for more than forty hours in any one calendar week.

Section 18. (a) It is agreed that hourly and tonnage workers who have one or more years of continuous service will be entitled to one (1) day for each year of such service, but not in excess of ten (10) days, vacation, with pay, the amount to be determined as follows:

Tonnage workers: The average daily earnings for the last past four pay periods of employee prior to vacation, times years of service.

Hourly Workers: Regular daily rates, times years of service. Provided, however, temporary unemployment shall not deprive or defeat the vacation rights of employees nor shall temporary unemployment be considered in determining the amount of vacation pay due the employee.

(b) An employee must be in the service of the Company at time of allotment of vacation to be entitled to same and vacations will, so far as possible, be granted at times most desired by the employees but the final right to allotment of vacation period is exclusively reserved to the Company in order to insure the orderly operation of the plant.

(c) Service will be considered continuous where employee has not been off payroll more than three months in the past year prior to June 1st, 1940, or a total of fifteen months in past five years prior to June 1st, 1940, through being laid off by the Company on account of curtailed operations.

Section 19. This agreement may be amended or revised in any of its provisions during its existence, provided such amendments or revisions are approved in writing, and subscribed to by the Union and the Company.

Section 20. It is agreed that in event Wage or tonnage rates are increased or decreased, or in the event that any working conditions or substantial changes relative to pay days, hours of work or other working conditions are made by any of the iron ore producing companies of this district during the life of this agreement, then in that event the question of such changes will be a subject for collective bargaining and neither the Company or the Union shall be bound by the present rates of pay and working conditions provided in this contract.

Section 21. (a) The Company shall deduct from each of its employee's wages covered by this agreement upon presentation by the Union of an order signed by such employees, such dues, initiations and assessment as authorized in said order provided deductions shall not exceed one dollar ($1.00) in any one pay period, the order to be for

the period covered by this agreement unless revoked by employee in writing.

(b) The Company shall remit to the Financial Secretary of the Union authorized in the order above mentioned an itemized list of the names and amounts deducted from each employee not later than the 10th day of each month after said deductions have been made.

(c) In case any worker shall enter suit or process against the Company for the amount of deductions under this section pursuant to such check-off paid the Union, the Union will reimburse to the Company the amount of any loss sustained by the Company by reason thereof including costs and expense of the suit.

Section 22. It is agreed that the Company shall furnish, in addition to the man-trips already supplied, a man-trip for each slope for the employees leaving their working places.

Section 23. This agreement shall become effective on the .... day of ....., 1940 and shall continue in effective until the .... day of ....., 1941, subject to the conditions and limitations above set out, and also subject to termination by either party on 10 days notice in writing for breach in any substantial respect by the other party or by those whom they may represent.

SLOSS-SHEFFIELD STEEL & IRON COMPANY,

By .....
As Vice-Pres. & Gen. Mgr.
Birmingham, Alabama.

By .....
As President.

By .....
As Vice President.

By .....
As Chairman Executive Board.

By .....
As Board Member District No. 5, I. U. M. M. & S. W.

3741 SLOSS EXHIBIT No. 17.

This Agreement originally given to committee as a proposal from the Company for the 1940-1941 Agreement. It was taken up on 9/11/40 when a substitute contract was proposed and accepted.

TEC.

1939-1940 contract.

Agreement.

Section 1. This agreement dated ..... and entered into by and between the Sloss-Sheffield Steel & Iron Company, (hereinafter referred to as the "Company") and Sloss Red Ore Local No. 109 of the International Union of Mine, Mill and Smelter Workers, (hereinafter referred to as the "Union") on behalf of employees employed in the Production and Maintenance Departments of the Sloss Red Ore Mine, located at Bessemer, Alabama.

Section 2. The term employee used in this Agreement does not include foremen, supervisors, technical and clerical employees.

Section 3. The Union shall be and is hereby recognized as the exclusive bargaining agency for the employees in the Production and Maintenance Departments for the pur-

pose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 4. The following Holidays shall be observed by the Company—Independence Day, Labor Day, Thanksgiving Day and Christmas Day; except for necessary maintenance or repair work, and those employees whose occupations require continuous duty.

Section 5. (a) Eight hours work per day shall constitute a day's work and forty hours shall constitute a week's work. The eight hours per day means eight hours of work at the usual working place, exclusive of the lunch period.

The Company shall have the right during the life of this agreement to operate the mine one, two or three eight-hour shifts by different crews of men within each twenty-four hour period.

(b) The eight hours per shift will not apply in case of accidents or breakdowns which may temporarily necessitate longer hours for those employees required on account thereof, and also excepting the number of men required to handle man trips, and those required to remain on duty while men are entering or leaving the mine.

(c) Time and one-half shall be paid for all work performed in excess of eight hours per day or forty hours per week excepting a few occupations where application of this rule is not practical.

Section 6. (a) The duties of the Mine Committee shall be confined to the adjustment of disputes arising from this Agreement with the employees represented by them that the mine management and employee, or employees, have failed to adjust. The Mine Committee shall have no other

authority nor exercise any other control, nor in any way interfere with the operation of the mine. The Mine Committee has no authority to direct the working forces in or about the mine or any part thereof. For violation of these clauses or any of them the Committee or any member thereof shall be immediately removed from the Committee, and shall be ineligible to serve as a committeeman for six months thereafter.

Section 7. If an employee, or employees, shall consider that he or they have any grievance against the Company, an earnest effort shall be made, subject to the terms and provisions of this contract, to adjust same by the following successive steps:

(a) Between employee and his foreman.

(b) Between Mine Committee and Superintendent of the Mine.

(c) Between Mine Committee or Representatives of the Union and the General Superintendent of Ore Mines.

(d) If such grievance arising under the terms of this contract is not adjusted and settled in the manner herein provided, then such grievance, that has not been settled by one of the modes aforesaid provided, shall be submitted to a Board of Arbitration, who shall be appointed to consider such unadjusted grievance, and shall be selected as follows: Two (2) to be chosen by the Company and two (2) to be chosen by the Union, and these four to choose a fifth member within ten (10) days. If these four fail to agree upon the fifth member, then within ten additional days he shall be chosen by the President of Sloss-Sheffield Steel & Iron Company and the Board Member of District 5 of the International Union of Mill, Mine and Smelter Workers. The decision of such Board of Arbitration shall be rendered

without unreasonable delay, and the decision of a majority of said Board shall be final and binding on all parties involved in such grievance. Any expense incurred by the arbitrators shall be borne equally by the Company and the Union.

(e) There shall be no stoppage of work either by the Company or the Union, until full procedure of methods of settling grievances as outlined in this Agreement have been complied with.

Section 8. It is understood and agreed that Section 7 (d) (Settlement of Grievances) shall not be effective in the arbitration of wage increases, wage reductions or wage adjustments.

Section 9. If it shall be determined that an employee has been discharged or suspended without just cause, the Company shall immediately reinstate the employee and compensate same for time lost at his regular rate of pay.

Section 10. It is distinctly understood that the Management of the mine and the direction of the working force, and the right to hire and discharge are vested exclusively in the Company.

Section 11. Any change in mining methods or installation of machinery that relieves or hinders the employee of any of the duties incidental to his regular work and/or increases or decreases his productive capacity shall be recognized and a new piecework rate shall be agreed to therefor, and same shall be properly related to the basic rates for such work.

Section 12. Whenever an employee has been directed by the foreman to proceed to his usual working place in the mine and is then subsequently ordered by the fore-

man to return to the surface without having been permitted to perform any work, he shall be entitled to two hours' pay, providing the work is not interrupted by labor dispute.

Section 13. When an employee working on piecework is required by mine officials to leave his work at the face and perform other work he shall be paid at the rate for a miner on Company work.

Section 14. When an employee has no work at the face, and is given other work, he shall be paid at the scale for such labor.

Section 15. In the event of a shut-down and if the Company gives the employees credit to purchase provisions and supplies at the Company Commissary, on resumption of operations the employees' wages shall be cut in accordance with his ability to pay.

Section 16. It is agreed to observe during the life of this contract the same practices and customs in regard to the promotion, or increases and decreases in the working forces, as have been practiced in the past.

Section 17. This contract shall not conflict with any present State or Federal law, or laws that may be enacted during the life of said Agreement.

Section 18. The wage rates attached hereto will be the prevailing rates of pay for the duration of this Agreement.

Section 19. (a) Each employee who, prior to June 1st, 1941, shall have been continuously in the service of the Company for a period of three (3) years shall receive a vacation with pay on the following basis:

Three (3) years and less than five (5) years—three (3) working days.

Five (5) years and less than ten (10) years—six (6) working days.

Ten (10) years and less than fifteen (15) years—eight (8) working days.

Fifteen (15) years and over—Ten (10) working days.

(b) During the three-year period prior to June 1st, 1941, any employee who voluntarily left the service of the Company for one or more days will not be entitled to vacation pay.

(c) An employee must be in the active service of the Company at time of allotment of vacation to be entitled to same and vacations will, so far as possible, be granted at times most desired by the employees, but the final right to allotment of vacation period is exclusively reserved to the Company in order to insure the orderly operation of the plant.

(d) Service will be considered continuous where employee has not been off payroll more than three months in the past year prior to June 1st, 1941, or a total of fifteen months in past five years prior to June 1st, 1941, through being laid off by the Company account of curtailed operations.

Section 20. This agreement may be amended or revised in any of its provisions during its existence, provided such amendments or revisions are approved, in writing, and subscribed to by the Union and the Company.

Section 21. It is agreed that in event general wage advances are granted or decreases made to red ore miners by a majority of the red ore producing companies in this district during the life of this agreement, it is understood that the question of considering wage adjustments for Sloss employees will then become a subject for collective bargaining under terms of this agreement.

Section 22. The Company agrees upon individual written authorization by the employee to deduct Union dues in the amount not to exceed one dollar ($1.00) per month from such employees. Initiation and other fees (not to exceed two dollars ($2.00) for any one man, and in sums not to exceed one dollar ($1.00) per man in any one pay period), wherein individual written authorization has been made to the Company by the employee, shall be deducted by the Company. All such deductions shall be forwarded to the financial secretary of Local Union 109 on or before the tenth of the following month.

In case any employee shall enter suit or process against the Company for the amount deducted under this section pursuant to such check-off paid to its representatives, the Union will reimburse to the Company the amount of any loss sustained by the Company by reasons thereof, including costs and expense of the suit.

Section 23. This Agreement shall become effective on the .... day of ....., 1940, and shall be operative and remain in full force and effect for two (2) years from said date and from year to year thereafter, subject, however, to the right of either party to terminate the agreement at the end of any yearly period by written notice given to the other party not more than thirty (30) days prior to nor less than fifteen (15) days prior to the end of any such year.

In Witness Whereof, witness the signatures of the undersigned, this .... day of .....

SLOSS-SHEFFIELD STEEL & IRON COMPANY,

By .....

SLOSS RED ORE LOCAL #109, I. U. of M. M. & S. W.,

By .....

President.

By .....

Vice President.

By .....

Chairman Executive Board.

By .....

Board Member District #5, I. U. of M. M. & S. W.

Red Ore Mines.

Outside Rates.

Occupation	Hourly Rate	Amount per Shift	Hours per Shift
Truck Driver	$ .540	$4.32	8
Teamster	.505	4.04	8
Engineers—Main Hoist	.770	7.60	10
Dumpers	.535	4.28	8
Tipplemen	.535	4.28	8
Conveyor Men	.535	4.28	8
Weighmen	.675	6.02	9
R. R. Car Loaders	.535	4.22	8
Crusher Men	.635	5.08	8
Machinist	.820	6.56	8
Machinist Helper—1st Class	.570	4.56	8
Machinist Helper—2nd Class	.540	4.32	8
Blacksmith	.845	6.76	8
Blacksmith Helper	.540	4.32	8
Carpenter	.650	5.20	8

Carpenter Helpers	.505	4.04	8
Car Repairmen	.635	5.08	8
Car Repairmen Helpers	.580	4.68	8
Drill Sharpener	.740	5.92	8
Compressor Man	.695	6.21	9
Watchman	.515	4.12	8
Laborers	.450	3.60	8
Slate Pickers	.450	3.60	8
Ore Inspector	.580	4.64	8

Note: One and one-half times the above hourly rates will be paid for all time in excess of eight (8) hours per day or forty (40) hours per week, excepting supervisors, foremen and a few occupations where application of this rule is not practical.

Red Ore Mines.

Inside Rates.

Occupation	Hourly Rate	Amount per Shift	Hours per Shift
Company drillers	$ .755	$6.04	8
Driller helpers	.675	5.40	8
Motormen	.685	5.48	8
Coupler	.600	4.80	8
Rockman	.685	5.48	8
Rockmen helpers	.595	4.76	8
Track Cleaners	.506 Ton	—	—
Timbermen	.685	5.48	8
Timbermen helpers	.695	4.76	8
Pipemen	.635	5.08	8
Pipemen helpers	.595	4.76	8
Chainers-Contract—.022 per ton or	.625	5.00	8
Company chainers	.625	5.00	8
Company chainer helpers	.600	4.80	8
Engineers—Main hoist	.755	6.39	8½

Engineers—Auxiliary hoist	.685	5.48	8
Stablemen	.635	5.08	8
Rock, Timber and Track Foremen	.755	6.04	8
Trackmen	.685	5.48	8
Trackmen helpers	.595	4.76	8
Roller men	.605	4.84	8
Pumpers	.605	4.84	8
Electric repairmen	.795	6.36	8
Machinist	.795	6.36	8
Miner on Company work*	.625	5.00	8

* See items 13 and 14 for application.

Note: One and one-half times the above hours rates will be paid for all time in excess of eight (8) hours per day or forty (40) hours per week, excepting supervisors, foremen and a few occupations where application of this rule is not practical.

Hand Loaded Ore.

Places 18 feet or less in Width.

Basic Tonnage—35 tons per Shift.

5 Man Crew.

Occupation	No. Men	Rate Per Ton
Drill Man	1	$ .153
Drill Man Helper	1	.138
Muckers	3	.417
Total		$ .708

Any additional tonnage produced will be paid for at the above rates.

When conditions develop beyond the control of a crew that prevents them from loading the basic tonnage and they are required to stay at the working place for the full 8-hour shift, wages equivalent to 90% of the basic tonnage earnings will be paid the crew on a pay period basis.

Hand Loaded Ore.

Places Over 18 Feet in Width.

Basic Tonnage—43 Tons Per Shift.

5 Man Crew.

Occupation	No. Men	Rate Per Ton
Drill Man	1	$ .129
Drill Man*	—	.112*
Drill Man Helper	1	.116
Muckers	3	.351
Total	5	$ .708

* To credit of Head Drill Man for Explosives and Supplies.

Any additional tonnage produced will be paid for at the above rates.

When conditions develop beyond the control of a crew that prevents them from loading the basic tonnage and they are required to stay at the working place for the full 8-hour shift, wages equivalent to 90% of the basic tonnage earnings will be paid the crew on a day period basis.

Drag Loaded Ore.

Basic Tonnage—100 Tons Per Shift.

15 Man Crew.

Occupation	No. Men	Rate Per Ton
Head Miner	1	$ .041
Head Miner	—	.110*
Drill Man	4	.121
Drag Engineers	2	.062
Drill Men Helpers	2	.053
Muckers	4	.106
Haulage Engineers	2	.046
Total	15	$ .539

* To credit of Head Miner for Explosives and Supplies.

Any additional tonnage produced will be paid for at the above rates.

When conditions develop beyond the control of a crew that prevents them from loading the basic tonnage and they are required to stay at the working place for the full 8-hour shift, wages equivalent to 80% of the basic tonnage earnings will be paid the crew on a pay period basis.

Drag Loaded Ore.

Headings Only.

Basic Tonnage—75 Tons Per Shift.

7 Man Crew.

Occupation	No. Men	Rate Per Ton
Head Miner	—	$ .041*
Drag Engineer	1	.083
Drill Men	2	.160

Drill Men Helper	1	.070
Muckers	2	.140
Haulage Engineer	1	.060
Total	7	$ .554

* Head Miner will be credited with yardage driven.

Any additional tonnage produced will be paid for at the above rates.

When conditions develop beyond the control of a crew that prevents them from loading the basic tonnage and they are required to stay at the working place for the full 8-hour shift, wages equivalent to 80% of the basic tonnage earnings will be paid the crew on a day period basis.

Sloss Red Ore Mine.

Yardage Rates.

Slopes, 12′ wide or less	$17.80 per lin. yd.
Slopes, 18′ wide	9.90 per lin. yd.
Headings, 18′ wide, or less	9.90 per lin. yd.
Upsets	7.85 per lin. yd.
Stope necks, 12′ wide or less	17.80 per lin. yd.
Stope necks, 15′ wide or less	13.90 per lin. yd.
Stope necks, 18′ wide or less	9.90 per lin. yd.
Splitting a single stope into a double stope	25.00 per lin. yd.

3754 SLOSS EXHIBIT No. 18.

Sloss Exhibit No. 18 is in all respects identical with Exhibit "B" to the Petition of Petitioner-Plaintiff Sloss-Sheffield Steel & Iron Company, heretofore set out. (Record p. 133.)

3755 SLOSS EXHIBIT No. 19.

Bessemer, Alabama, October 12th, 1940.

In Re: Sloss Red Ore Local No. 109 of International Union of Mine, Mill and Smelter Workers, District No. Five and Affiliate of the Bessemer Smelters Council.

W. M. N. Oct. 21, 1940.

Whereas, there now exists a controversy between this Local and the *Sloss-Sheffield Steel & Iron Company*, at its mines near Bessemer, Alabama, and this controversy is of long standing and deals with the travel pay time of our members employed by the above mentioned Company at its iron ore mines in its production and maintenance departments; and these employees are required to report at the mouth or collar of the mines at 6 o'clock, A. M. in the morning for the purpose of being loaded into man-trips, and other methods of entering the mines, they being underground workers; and at the mouth or collar of the mines are checked in at six o'clock and immediately given supplies, tools, equipment and instructions, and then they proceed to their working places, which is approximately 2 miles from the mouth or collar of the mines and down under the ground, which requires and consumes approximately one hour's time before they then arrive at their usual working places; all of this time being spent on the premises of the Company, and after the men are checked in and given supplies, equipment and instructions they then proceed to their working places to perform their usual tasks, after which they return to the mouth or collar of the mines arriving there about four o'clock in the afternoon, and are checked out, thus requiring the employees to be on the premises on duty and in the performance of their work for the Company ten (10) hours per day in the mines, totaling fifty hours per work week, and

Whereas, immediately after our Union was set up, and ever since that time, we have been protesting the travel pay of our members in this mine, and this controversy is of the Company each work week and being in excess of based upon the time spent by our members on the premises the hours required to work under the law, and as we understand it, in violation of the rules and law, and which time amounts to approximately 10 hours per work day, and employees affected by this condition numbering approximately 450. And we further believe that in view of the fact that the Fair Labor Standards Act was passed primarily for the purpose of reducing excessive required hours on the premises of the employer during any given work week, and

Whereas, the Fair Labor Standards Act is recognized and being complied with in many instances without any controversy on the part of the employers, but notwithstanding that fact and in the face of many ruling by the Wage & Hour Board supporting our position and conditions of work, we are still required by the said Company to be on the premises of the Company many hours in excess of the work week, and for which we receive no pay.

Therefore: Be it Resolved by this Local in regular meeting assembled that we authorize and request our local and National officers to immediately bring about a correction of these conditions and require the Company to immediately comply with the Fair Labor Standards Act from now on, and also require the Company to pay all back time since the effective date of this law.

And we further authorize our officers to bring this Resolution to the attention of the Hon. Robert P. Amis, Regional Director of the Wage & Hour Division of the Department of Labor in Birmingham, Alabama, and also with Col. Philip B. Fleming, Administrator of the Wage and

Hour Division of the Department of Labor, Washington, D. C. And our officers, both local and National, are further authorized to take such steps as may be necessary and expedient by negotiations, or suit, in order to bring about a speedy conclusion of this controversy.

Be it further resolved that copies of this Resolution be immediately forwarded to all interested parties.

This is to certify that the above is a true and exact copy of a Resolution unanimously adopted by Local No. 109 in its regular meeting of October 12th, 1940.

(S.) JOHN HILL,
As President of Local #.. of
I. U. M. M. & S. W.

Attested by:
(S.) W. C. BURT,
Recording Secretary.

Copy.

3758 SLOSS EXHIBIT 20.

International Union of Mine, Mill and Smelter Workers.

Offices: 303 Railway Exchange Building
Denver, Colorado.

Bessemer, Alabama, September 12, 1940.

Mr. Ben Davis, General Manager,
Sloss-Sheffield Steel & Iron Company,
3131 First Avenue North,
Birmingham, Alabama.

Dear Mr. Davis:

This is to advise, that altnough the working agreement, or contract by and between the Sloss-Sheffield Steel and

Iron Company and the Sloss Red Ore Local Union No. 109, International Union of Mine, Mill and Smelter Workers, has been signed by the Committee representing the Union, which provides among other things, 'that eight hours means eight hours work in and around the usual working places', the signing of this agreement does not preclude the right of the organization to continue in its request for pay for travel time spent by the employees in going to and from their working places, nor does it in any way waive the contentions of the local union that said travel time should be treated as hours worked.

As you know, this matter of travel time is now before the Wage and Hour Division of the U. S. Department of Labor, and a decision is still pending.

Very truly yours,
(S.) VAN D. JONES,
(Van D. Jones)
Int'l Board Member.

VDJ:P.

3759 SLOSS EXHIBIT 21.

September 14, 1940.

Mr. Van D. Jones,
Int'l. Board Member,
I. U. M. M. & S. W.,
Bessemer, Alabama.

Dear Mr. Jones:

I have your letter of September 12, referring to the Agreement signed between this Company and Sloss Red Ore Local Union No. 109, International Union of Mine, Mill and Smelter Workers.

As you of course realize, the agreement was arrived at through the process of collective bargaining, and was signed by both parties in good faith after fully threshing out the matter you now refer to.

The Company expects to carry out the agreement and believes that the union will carry it out as made.

Yours very truly,

BEN DAVIS,

Vice President.

BD/wrm.

SLOSS EXHIBIT NO. 22

806 OCT. 15, 1938

SL 419-05-4407
806 JOHN HILL,

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS			CREDITS FOR SERVICES		
Powder			Tons @		
Sales Tax			" "		
Labor Transfers			" "		
Unemp. Ins.		60	Yards @		
Old Age Benefits		60	" "		
Scrip	21		" "		
Overdraft			Hours @	22	44
Time Checks			" "		
Rent	2		" "		
Coal			Salaries		
Accts. Due	22	23	Piece		
Hospital			Mine Check		
Doctor			Labor Transfers		
Insurance		100	Extra Time		
Misc. Transfers			Overtime		
			All Other Claims		
			Working due others Nothing to charge		
			TOTAL		
TOTAL			Due Workman	1007	
Due Company			Less Piece		
Date OCT 22 1938			Net Amt. Due		

Sign Here John Hill
Witness

SLOSS EXHIBIT NO. 22-1

806 OCT. 31, 1938

SL 419-05-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS			CREDITS FOR SERVICES		
Powder			Tons @		
Sales Tax			" "		
Labor Transfers			" "		
Unemp. Ins.			Yards @		
Old Age Benefits			" "		
Scrip			" "		
Overdraft			Hours @		
Time Checks			" "		
Rent			" "		
Coal			Salaries		
Accts. Due			Piece		
Hospital			Mine Check		
Doctor			Labor Transfers		
Insurance			Extra Time		
Misc. Transfers			Overtime		
			All Other Claims		
			Working due others Nothing to charge		
			TOTAL		
TOTAL			Due Workman	1122	
Due Company			Less Piece		
Date 1938			Net Amt. Due		

Sign Here
Witness

SLOSS EXHIBIT NO. 22-2

806 NOV. 15, 1938

SL 419-05-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS			CREDITS FOR SERVICES		
Powder			Tons @		
Sales Tax			" "		
Labor Transfers			" "		
Unemp. Ins.		64	Yards @		
Old Age Benefits		64	" "		
Scrip	11		" "		
Overdraft			Hours @	22	44
Time Checks			" "		
Rent	2		" "		
Coal	4	43	Salaries		
Accts. Due	3	80	Piece		
Hospital			Mine Check		
Doctor			Labor Transfers		
Insurance		133	Extra Time		
Misc. Transfers			Overtime		
			All Other Claims		
			Working due others Nothing to charge		
			TOTAL		
TOTAL			Due Workman	2725	
Due Company			Less Piece		
Date NOV 14 1938			Net Amt. Due		

Sign Here John Hill
Witness

SLOSS EXHIBIT NO. 22-3

806 NOV. 30, 1938

SL 419-05-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS			CREDITS FOR SERVICES		
Powder			Tons @		
Sales Tax			" "		
Labor Transfers			" "		
Unemp. Ins.		65	Yards @		
Old Age Benefits			" "		
Scrip			" "		
Overdraft			Hours @	12	22
Time Checks			" "		
Rent			" "		
Coal			Salaries		
Accts. Due		16	Piece		
Hospital			Mine Check		
Doctor			Labor Transfers		
Insurance			Extra Time		
Misc. Transfers			Overtime		
			All Other Claims		
			Working due others Nothing to charge		
			TOTAL		
TOTAL			Due Workman	1176	
Due Company			Less Piece		
Date 1938			Net Amt. Due		

Sign Here
Witness

SLOSS EXHIBIT NO. 22-4

806 DEC. 15, 1938

SL 419-05-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS		CREDITS FOR SERVICES	
Powder		Tons @	
Sales Tax			
Labor Transfers			
Unemp. Ins.	.82	Yards @	
Old Age Benefits			
Surty	14		
Overdraft		Hours @	65 56
Time Checks			
Rent	6		
Coal	4	Salaries	
Amts. Rec.	4	Piece	
Hospital	47	Mine Check	
Doctor		Labor Transfers	
Insurance	1	Extra Time	
Misc. Transfers		Overtime	
		All Other Claims	
	1		
		Nothing due others Nothing to share	
		TOTAL	
TOTAL		Due Workman	34 07
Due Company		Less Piece	
Date DEC 23 1938		Net Amt. Due	

Sign Here John Hill

SLOSS EXHIBIT NO. 22-5

806 DEC. 31, 1938

SL 419-05-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS		CREDITS FOR SERVICES	
Powder		Tons @	
Sales Tax			
Labor Transfers			
Unemp. Ins.	.82	Yards @	
Old Age Benefits			
Surty	14		
Overdraft		Hours @	65 56
Time Checks			
Rent	4		
Coal		Salaries	
Amts. Rec.	1	Piece	
Hospital	4	Mine Check	
Doctor		Labor Transfers	
Insurance		Extra Time	
Misc. Transfers		Overtime	
		All Other Claims	
		Nothing due others Nothing to share	
		TOTAL	
TOTAL		Due Workman	32 74
Due Company		Less Piece	
Date JAN 7 1939		Net Amt. Due	

Sign Here John Hill

SLOSS EXHIBIT NO. 22-6

806 JAN. 15, 1939

SL 419-05-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS		CREDITS FOR SERVICES	
Powder		Tons @	
Sales Tax			
Labor Transfers			
Unemp. Ins.	.60	Yards @	
Old Age Benefits	.60		
Surty	14 —		
Overdraft		Hours @ 30	67 60
Time Checks			
Rent	8		
Coal		Salaries	
Amts. Rec.	5 59	Piece	
Hospital		Mine Check	
Doctor		Labor Transfers	
Insurance	1 95	Extra Time	
Misc. Transfers		Overtime	
		All Other Claims	
		Nothing due others Nothing to share	
		TOTAL	
TOTAL		Due Workman	29 01
Due Company		Less Piece	
Date JAN 21 1939		Net Amt. Due	

Sign Here John Hill

SLOSS EXHIBIT NO. 22-7

806 JAN. 31, 1939

SL 419-05-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company

DEDUCTIONS		CREDITS FOR SERVICES	
Powder		Tons @	
Sales Tax			
Labor Transfers			
Unemp. Ins.	.60	Yards @	
Old Age Benefits	.60		
Surty	14 —		
Overdraft		Hours @	
Time Checks	4		
Rent			
Coal		Salaries	
Amts. Rec.	1 75	Piece	
Hospital	4 75	Mine Check	
Doctor	1 70	Labor Transfers	
Insurance		Extra Time	
Misc. Transfers		Overtime	
		All Other Claims	
		Nothing due others Nothing to share	
		TOTAL	
TOTAL		Due Workman	
Due Company		Less Piece	
Date FEB 7 1939		Net Amt. Due	

Sign Here John Hill

SLOSS EXHIBIT NO. 22-8

First Half Month Ending — Form 1943

806 FEB. 15, 1939

SL 419-03-4407
806 JOHN HILL

Sloss-Sheffield Steel & Iron Company
Employees Semi-Monthly Account

EARNINGS			DEDUCTIONS		
Powder			Tons @		
Sales Tax			" "		
Labor Transfers			" "		
Unemp. Ins.			Yards @		
Old Age Benefits		60	" "		
Surty			" "		
Overdraft			Hours @		
Time Checks	56	00	88 " "	165	56
Rent	8	00	" "		
Coal			Subsist		
Accts. Rec.	6	47	Pinch		
Hospital			Mine Check		
Doctor			Labor Transfers		
Insurance	1	85	Sales Tax		
Misc. Transfers			Overtime		
			All Other Claims		
			TOTAL		
TOTAL			Sun Workmens	4	99
Dry Comm			Less Pinch		
Subs			Old Age		

This statement was carefully examined and found correct and in addition to deductions and withholdings as set forth, any and all claims, and demands of any and all kind against the Company are included. The amount shown as balance due is accepted in full settlement of all claims and demands of every kind and character to date.

Sign Here John Hill

Witness

Pursuant to Section 1943 of the Code of Alabama, 1940

SLOSS EXHIBIT NO. 22-9

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDUS TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
31	1	0			

600

SL 41 -03-1107
600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-10

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDUS TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
15	32 60	1 15	40 83	40 83	00

600

SL 41 -03-1107
600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-11

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41-0[illegible]07

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-12

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41-0[illegible]07

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-13

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
11			[illegible]	[illegible]	[illegible]

1/31/30

600

SL 41[illegible]-1107

600 JOHN HILL

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-14

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
12	1[illegible]26	645	4113	4113	00

1/[illegible]/30

600

SL 41[illegible]-1107

600 JOHN HILL

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT 22-15

PAY ROLL RECEIPT

SLOSS SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	TIME IS A DAY BEHIND TO DATE	TIME IS AGAINST MIN. M. W. TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HERE ON ABOVE ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON, HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE _____

SLOSS EXHIBIT 22-16

PAY ROLL RECEIPT

SLOSS SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	TIME IS AGAINST TIME IS DUE TO DATE	CHARGES AGAINST MIN. M. W. TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HERE ON ABOVE ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON, HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE _____

SLOSS EXHIBIT 22-17

SLOSS EXHIBIT 22-18

PAY ROLL RECEIPT

SLOSS SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	TIME IS A DAY BEHIND TO DATE	CHARGES AGAINST MIN. M. W. TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HERE ON ABOVE ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON, HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-19

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41[illegible]-1107
600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKS THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-20

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41[illegible]-1107
600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKS THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-21

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41[illegible]-1107
600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKS THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-22

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKS THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE [illegible]

SLOSS EXHIBIT No. [illegible]

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

COO

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS HEREBY ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE ALL OTHER MONIES THEREUPON ARE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE [illegible]

SLOSS EXHIBIT NO. [illegible]-24

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
	$				

COO

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE ALL OTHER MONIES THEREUPON ARE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hird

SLOSS EXHIBIT NO. 22-25

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE ALL OTHER MONIES THEREUPON ARE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE [illegible]

SLOSS EXHIBIT No. [illegible]

PAY ROLL RECEIPT

SLOSS SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

COO

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE ALL OTHER MONIES THEREUPON ARE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE [illegible]

SLOSS EXHIBIT NO. 28-27

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 28-28

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 28-29

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE [illegible]

SLOSS EXHIBIT NO. 28-30

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-31

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 41
600

THIS STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-32

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600 NOV. 15, 1940

SL 41
600

THIS STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-33

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
31					

600 31, 1940

SL 41
600

THIS STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-34

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
15					

600 NOV. 15, 1940

SL 41
600

THIS STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. [illegible]-36.

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKED THEREFOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE _____

SLOSS EXHIBIT NO. 22-36

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKED THEREFOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-37

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKED THEREFOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-38

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

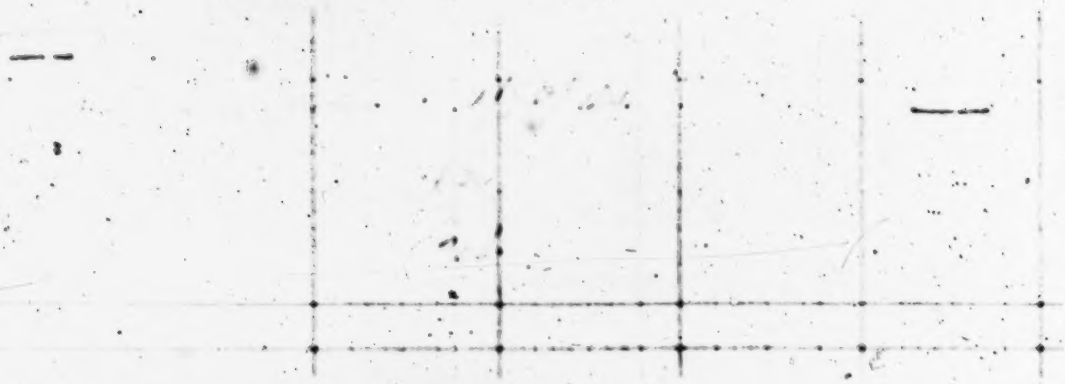
PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER WORKED THEREFOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-39



SLOSS EXHIBIT NO. 22-40

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 11

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE, ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-41

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 11

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE, ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE

SLOSS EXHIBIT NO. 22-42

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SL 11

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE, ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-43

PAY ROLL RECEIPT
SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME [illegible] IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-44

PAY ROLL RECEIPT
SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME [illegible] IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE [illegible]

SLOSS EXHIBIT NO. 22-45

PAY ROLL RECEIPT
SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME [illegible] IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE [illegible]

SLOSS EXHIBIT NO. 22-46

PAY ROLL RECEIPT
SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

600

SL 41[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME [illegible] IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-47

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDED TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

St 41-[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE, IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY [redacted] IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE [signature]

SLOSS EXHIBIT NO. 22-48

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDED TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

St 41-[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY [redacted] IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE [signature]

SLOSS EXHIBIT NO. 22-49

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDED TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
			2470	2470	00

600

St 41-[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY [redacted] IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE [signature]

SLOSS EXHIBIT NO. 22-50

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDED TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
	[illegible]	1[illegible]	1[illegible]	1[illegible]	00

600

St 41-[illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO [redacted] AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE [signature]

SLOSS EXHIBIT NO. 22-51

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible]	.04	1.74	1.70	1.70	.00

600

SL 41-0[illegible]-1107

600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-52

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible]	13	766	3073	3073	.00

600

SL 41 0[illegible]-1107

600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME [illegible] IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-53

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible] 41	775	[illegible]	3845	3045	.00

600

SL 41[illegible]-1107

600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME [illegible] IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-54

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible] 41	575		2944	2944	.00

600

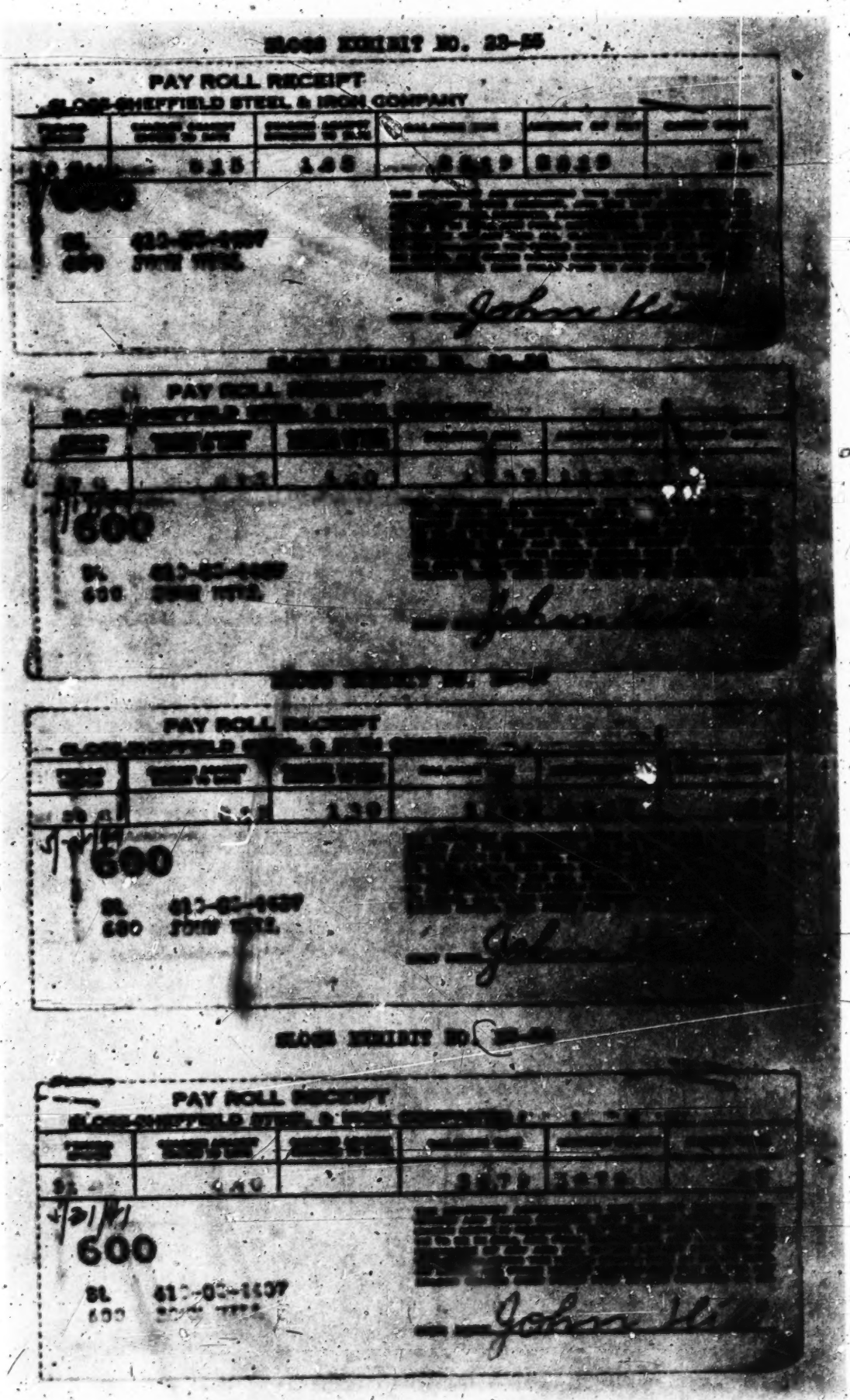
SL 41[illegible]-1107

600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 23-55



SLOSS EXHIBIT NO. 22-58

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDEND TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
7-1					

600

SL 41[illegible]-1107

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE _____

SLOSS EXHIBIT NO. 22-60

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDEND TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

6/10/41

600

SL 41[illegible]-1107

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-61

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST DIVIDEND TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
6-1[illegible]	615	150	9813	9813	.00

600

SL 41[illegible]-1107

600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-62

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
5564	54	54	2-28-39	609	550	4097	4097	.00

806

SL 41[illegible]-1107

806

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-63

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
[illegible]	[illegible]	2.6	1-31	5.15	5.05	5324	5324	00

600

SL 41 -0[illegible]-1107
600 [illegible]

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS ALREADY SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-64

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
4[illegible]7	1.75	.75	31 39	12[illegible]50	850	6357	6357	00

600

SL 41 -0[illegible]-1107
600 JOHN HILL

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-65

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP. INS.	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
4183	.68	.68	1-31-39	1150	585	4384	4384	00

600

SL 41 -0[illegible]-1107
600 JOHN HILL

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-66

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP. INS.	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
8[illegible]5	.59	.59	30 39	[illegible]351	550	[illegible]	[illegible]	[illegible]

600

SL 41 -0[illegible]-1107
600 JOHN HILL

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT, AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

SIGN HERE John Hill

SLOSS EXHIBIT NO. 22-67

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA. UNEMP. INS.	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
5960	60	60	12 30 39	961	585	48 24	4824	00

600

SL 41[illegible]-4407
600 JOHN HILL

John Hill

SLOSS EXHIBIT NO. 22-68

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA. UNEMP. INS.	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
70 03	70	70	12 30 39	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

600

SL 41[illegible]-4407
600 JOHN HILL

John Hill

SLOSS EXHIBIT NO. 22-69

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA. UNEMP. INS.	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
6656	66	66	12 30 39	1021	585	4808	4808	00

600

SL 41[illegible]-4407
600 JOHN HILL

John Hill

SLOSS EXHIBIT NO. 22-70

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA. UNEMP. INS.	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
5364	54	54	12 30 39	1057	590	3649	3649	00

600

SL 41[illegible]-4407
600 JOHN HILL

John Hill

PAY ROLL RECEIPT

SLOSS SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

600

SIGN HERE

SLOSS EXHIBIT NO. 22-72

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	STORE	OTHER DEDUCTIONS	BALANCE DUE	AMOUNT OF PAY	CARRY OVER

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREIN ABOVE. ALL OTHER MONIES THEREUPON DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

600

SL 41 0

SIGN HERE

SLOSS EXHIBIT NO. 22-73

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
6556	66	66	12 30 39	1374	195	4865	4865	.00

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREIN ABOVE. ALL OTHER MONIES THEREUPON DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

600

SL 413-03-1107

600 JOHN HILL

SIGN HERE

SLOSS EXHIBIT NO. 22-74

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
6856	66	66	12 30 39	1355	650	4419	4419	.00

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT, AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND RELEASE, AND DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREIN ABOVE. ALL OTHER MONIES THEREUPON DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME.

600

SL 413-03-1107

600 JOHN HILL

SIGN HERE

3859

SLOSS EXHIBIT NO. 22-75

PAY ROLL RECEIPT

SLOSS SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA. UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
65.56	.66	.66	1 15 39	1746	135	4493	4493	.00

600

SL 412-03-1107
600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND ME THEREBY MAKE A FINAL DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE

SLOSS EXHIBIT NO. 22-76

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

TAXABLE EARNINGS	ALA. UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
59.50	.60	.60	1 30 39	1806	150	3882	3882	.00

600

SL 412-03-1107
600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND ME THEREBY MAKE A FINAL DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Sloss

SLOSS EXHIBIT NO. 22-77

PAY ROLL RECEIPT

SLOSS-SHEFFIELD STEEL & IRON COMPANY

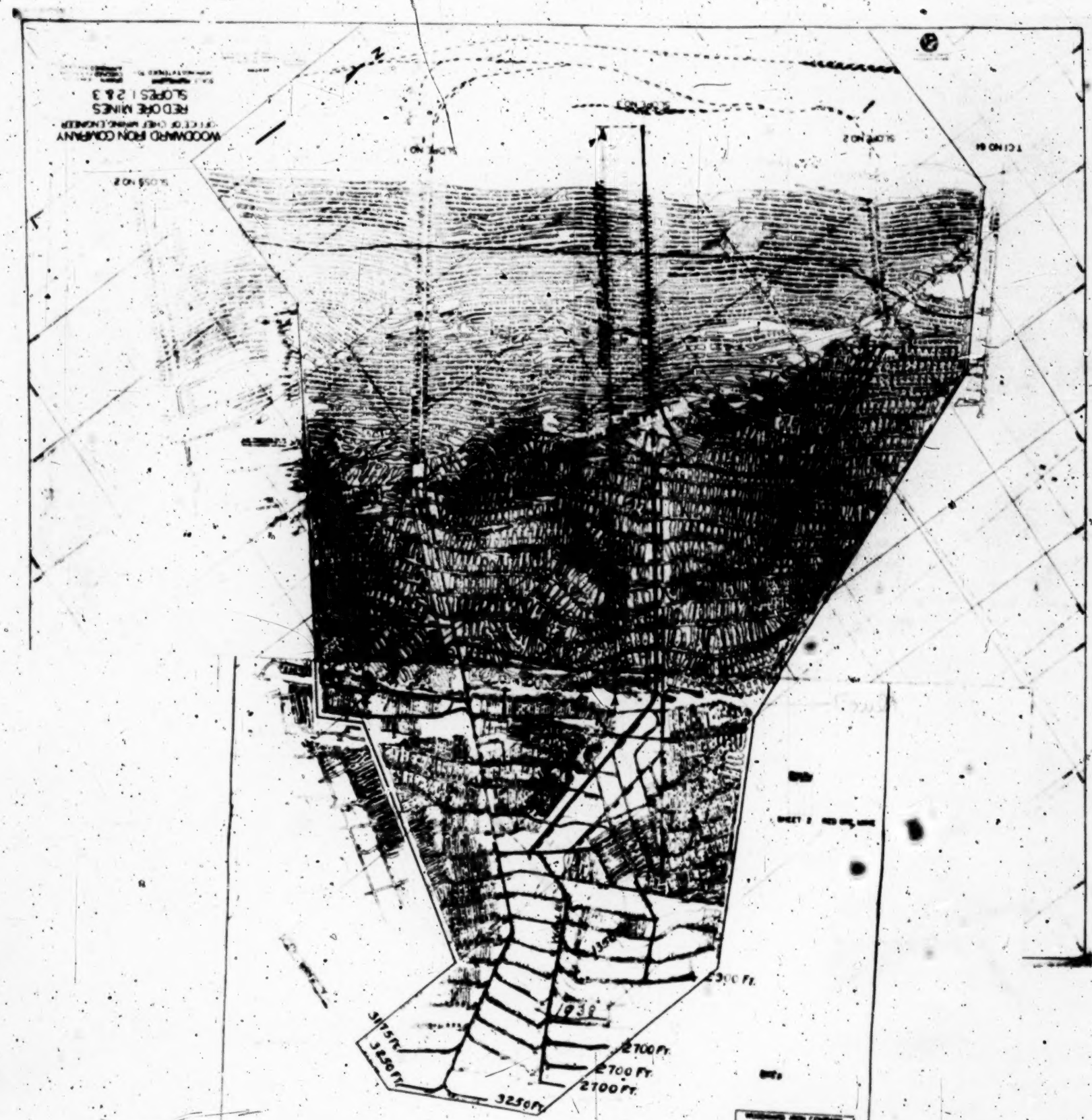
TAXABLE EARNINGS	ALA. UNEMP INS	OLD AGE BENEFIT	PERIOD ENDED	CHARGES AGAINST EXCESS TO DATE	CHARGES AGAINST MINIMUM TO DATE	BALANCE DUE	AMOUNT OF PAY	CARRY OVER
56.62	.57	.57	1 15 39	1627	745	3136	3136	.00

600

SL 412-03-1107
600

THE STATEMENT ACCOMPANYING THIS RECEIPT HAS BEEN EXAMINED AND FOUND CORRECT AND THE NET AMOUNT OF PAY SHOWN ABOVE IS RECEIVED, ACCEPTED AND ACKNOWLEDGED BY ME TO BE IN FULL AND FINAL SETTLEMENT AND ME THEREBY MAKE A FINAL DISCHARGE OF ANY AND ALL CLAIMS AGAINST SAID COMPANY TO AND INCLUDING THE PERIOD ENDING DATE AS SHOWN HEREON ABOVE. ALL OTHER MONIES THERETOFORE DUE ME FOR ANY REASON HAVING BEEN FULLY PAID TO AND RECEIVED BY ME

SIGN HERE John Sloss



MAP SHOWING
ROUTES AND DISTANCES
TO AND FROM WORK

3860

EXHIBIT NO. 23

3781 SLOSS EXHIBIT No. 24.

Woodward, Ala., July 6, 1934.

Commissioner C. L. Richardson,
Representative of Secretary of Labor,
United States Department of Labor,
Birmingham, Alabama.

This is to confirm the understandings reached today at the conference between representatives of employees of our Ore Mines and the management, which was presided over by Commissioner Richardson, regarding the position of this Company as to its ore mining operations. This is furnished to you as the representative of the United States Government, as a part of your record in this matter.

We are informed that the following named men have been chosen as a Committee to deal with the management on collective bargaining matters:

George R. Coles, V. P. International.
J. B. McGraw, Pres., Local.
Clarence Demott, Rep., Local.
J. Walter Wood, Rep., Local.
John H. Graham, Rep., Local.

We are entirely willing to deal with this Committee on matters of collective bargaining as they arise for all our Ore Mines employees as they may represent.

The employees at our Ore Mines have been free to join any organization they chose without prejudice or discrimination and this is the policy of our Company.

It is understood that the wage scale attached to this letter constitutes the rate to be paid by us for the various classifications as shown, for the period of one year from this date, unless changed by mutual agreement between the management and the representatives.

Our men at each mine are free to select a committee to represent them in adjusting any grievance that may arise between them and the management which the em-

ployee himself cannot settle satisfactorily with his immediate supervisor. It is understood that such committee will not take up any grievance with the management unless and until the employee has endeavored to adjust the matter himself. If the Committee and the Foreman of the mine fail to adjust any grievance, the matter will then be taken up by the Committee with the Mine Superintendent. Failing to reach agreement in this event, it will be taken up with the General Superintendent of Ore Mines. If they should fail to agree, the matter may be submitted to arbitration, one arbitrator to be named by the Committee and one to be named by the management of the Company and these two may select a third.

It is understood that the management of the mines is vested exclusively in the Company and the duties of the mine committees shall be confined as above outlined.

It is understood that no such mine committee will interfere with the operations of the mine to enforce any purely local grievance until the full procedure of settlement has been followed.

The Company, of course, will be bound by all the terms and conditions of the Ore Mining Code when such Code has been adopted and signed by the Company to the extent that it applies to our operations in this District.

As a condition of the above understandings reached between the Committee and the management, it is understood the strike at all our Ore Mines is called off and that all men are to return to their former occupations without prepudice or discrimination.

It is further understood that an investigation will be made by H. A. Berg as to the .605c per hour rate paid machinists and electrical repairman, and if such investigation reveals .655c to be a fair rate, the .655 rate will apply.

Yours truly,

H. A. BERG,

President.

Woodward Iron Company. 7-3-34

Red Ore Division. 7-5-34

7-6-34

	Present Hourly Rate	Proposed Hourly Rate	Hours
Rockman	.4675	.51	8
Rockman Helper	.40	.43	8
Timberman	.4675	.51	8
Timberman Helper	.40	.43	8
Company Drag Engineer	.4675	.57	8
Pipeman	.44	.47	8
Company Drillman	.4675	.51	8
Company Drillman Helper	.40	.44	8
Car Repairer	.44	.54	8
Car Repairer Helper	.40	.44	8
Company Chainer	.4175	.46	8
Greaserman	.40	.44	8
O. H. Hoist Engr. 1st Cl.	.55	.58	9
O. H. Hoist Engr. 2nd Cl.	.4025	.46	8
Latch Boy	.40	.44	8
Motorman	.4675	.57	8
Rollerman	.4175	.46	8
Rollerman Helper	.40	.44	8
Stableman Helper	.40	.44	8
Trip Rider	.4175	.46	8
Trackman	.4676	.51	8
Trackman Helper	.40	.43	8
Truck Driver	.33	.38	8
Teamster	.30	.35	8
Crusherman	.325	.375	8
R. R. Car Loader	.30	.35	8
Tippleman	.385	.435	8
Skip Loader	.4175	.46	8
Skip Loader Helper	.40	.44	8

	Present Hourly Rate	Proposed Hourly Rate	Hours
Weighman	.5125	.5425	8
O. S. Hoist Engineer	.55	.58	8
Safetyman—Man Trips	.33	.38	8
Pumpers	.40	.44	8
Blacksmith 2nd Cl.	.495	.5275	8
Blacksmith Helper	.40	.44	8
Carpenter	.44	.48	8
Drill Steel Sharpener	.505	.555	8
Drill Steel Sharpener Helper	.40	.44	8
Electrician	.66	.69	8
Electrical Repairman	.55	.605	8
Machinist	.55	.605	8
Laborer	.30	.30	8
Haulage Motorman	.4675	.57	8
Haulage Laborer	.40	.44	8
Pensioners	.265	.30	8
Drill Repairman	.4675	.605	8
Sanitary & Garbage Drivers	.30	.35	8
Fireman	.30	.44	8
Compressor Engineer	.4225	.52	8
Asst. Mine Foreman	.66	.72	9
Section Foreman	.5775	.64	9
Watchman	.33	.36	8
Drillman	.4675	.57	8
Drillman's Helper	.40	.47	8
Muckers	tons average	.50	8
Drag Foreman	.55	.60-.62-.70	8
Drag Engineer	.4675	.55-.57-.65	8
Drag Motorman	.4675	.55-.57-.65	8
Drag Drillman	.4675	.55-.57-.65	8
Drag Drill Helper	.40	.45-.47-.55	8
Drag Mucker	.40	.48-.50-.58	8
Loading Slate Helper	.40	.44	8
Contract Chainer Laborer	.4175	.46	8

Tons	0—180—	.45	.48	.55	.60	
	181—210	.47	.50	.57	.62	
	211—240	.49	.52	.59	.64	Small drags do.
	241—270	.51	.54	.61	.66	
	271—300	.53	.56	.61	.68	
	300 & over	.55	.58	.65	.70	

3785 SLOSS EXHIBIT No. 25.

Copy of proposed agreement presented to Company. *Not signed.*

Bessemer, Alabama, April 13th, 1934.

To: Woodward Iron Company,

Attention, Mr. H. A. Berg, President.

In Re: Woodward Red Ore Mine Division.

Gentlemen:

We, the duly chosen representatives of more than 90 percent of your employees, who were working for you on the first day of April, 1934, submit the following demands in working agreements and wage scales:

First: That the Company recognize our Union and deal with our chosen representatives, as required by Section 7 and 7 (a) of the National Recovery Act.

Second: That the Union be recognized and check-off system be given the employees, which system included the collection of dues collectively by the Company and paying same to the Financial Secretary. The Financial Secretary to send list of names in duplicate to pay master, and one list to be marked and returned to Financial Secretary of

respective local. This list to be sent in for deduction from first pay day of month.

Third: That there be no discrimination or coercion against any employee for his activities and affiliations with the organization.

Fourth: That Union employees heretofore discharged and victimized be immediately reinstated with full seniority rights, and pay for time lost on account of their activities in our organization.

Fifth: That the Company desist in attempting to compel by force, duress, threats and bribery to compel employees to join company union, or "Company Representation Plan."

Sixth: That the write-up system be abolished, or when any member of the organization, or employee, having violated any safety rule, and being written up, shall have the right to appeal to the Shops Committee for investigation, of said violation, and if not satisfied with the report of the Shops Committee, shall have the right to appeal to the State's Compliance Board, or, if he deems it necessary, the right to take his appeal to the National Labor Board.

Seventh: That the Company put any employee who has been laid off or discharged, back to work immediately, and give him preference over new men, and any employee, that has just grounds for thinking, or being convinced, that he has been demoted, shall be given a fair hearing, and if proven that he has been demoted, shall be put back to his former position.

Eighth: In view of the fact that the Company can force men to enter and leave the mines at any time stated by the

Company, we ask the right to enter on our own time and leave on the Company's time.

Ninth: In view of the fact that the National Recovery Act was passed for the purpose of employing more men and increasing the purchasing power, we ask for a 7-hour day, the maximum of 35 hours per week, time and one-half for all overtime, double time for Sunday, (except where continuous operation is necessary), and double time shall be paid for the following holidays: Fourth of July, Labor Day, Armistice Day and Christmas. And where there is the contract system no man shall be paid less than the daily minimum rate.

Tenth: And where the men work on tonnage or contract basis, that they shall have the right to designate the check weighman, he to be paid by the employees, and the right to ask for inspection of scales at any time, if they deem it necessary.

Eleventh: And in the event of slack time, that time among the various employees be equitably divided.

Twelfth: That all scrips and substitutes for money be made negotiable without discount.

Thirteenth: That the employees have the right to take any matter up with the company in regard to the doctor who is not giving satisfaction, and by solicitation and petition, shall submit to the company any fault which they might find with the doctor, as the employees pay the doctor. When an employee receives any defect caused by injury on the job the company to reinstate him when he is discharged by company physicians. When company physician turns a man down he has right to go to private physician and if found sound and able to work the company is to reinstate said man.

Fourteenth: That periodical physical examination be abolished.

Fifteenth: Any employee required to do work for the Union, shall be granted leave of absence, and said employee to be reinstated with full seniority rights upon his return to work.

Sixteenth: That no employees be required to live in a company house, unless said employee chooses to.

Seventeenth: That no employee be required to trade in the company store.

Eighteenth: That a Union committee shall take up the investigation of any officer or discharged member of the organization, and, in the event that there is no settlement agreed to, they shall appeal it to the Industrial Arbitration Board for their investigation.

Nineteenth: Should any controversy arise which cannot be straightened out by a committee designated by the Union, in conference with the Company officials, they shall set up an arbitration board consisting of two (2) men chosen by the Union; two (2) men chosen by the Company, and one man appointed by the Regional or National Labor Board. Each party having the right to appeal the findings of the Arbitration Board.

Twentieth: Should any man, living in a company house, be reasonably and justifiably discharged, or should quit the services of the company, that he shall be given a reasonable length of time to vacate said house, and, in the event of a strike or lock out, the employees living in company houses shall have the right to remain in same until strike or lock out is adjusted satisfactory to both sides, and after adjustments and satisfactory agreements

have been reached by the company and the employees, the employees shall be required to pay one-half of the rent they are in arrears.

Twenty-first: That the employers shall have the right to discharge any man for a justifiable cause, but the employee shall have the right to appeal his case to the Arbitration Board, and, in the event the Arbitration Board hands the decision in favor of the men, the company shall have the right to take it before the Regional Board, and, if necessary, the National Board.

Twenty-second: Wage Scale: That the minimum rate of pay shall be, for outside common labor, $4.60 per day. For inside common labor $5.00 per day. And that the differential as existing as of April 1st, 1934, between common labor and skilled labor shall be maintained as of this date.

Respectfully submitted, and in witness whereof, we hereunto subscribe our names as the chosen representatives of more than 90 percent of your employees.

(Signed) J. B. McCRAY,
BEN WINSTON,
G. R. VINES.

(Seal) I. U. M. M. & S. W.,
Lipscomb Red Ore Local No. 103, Bessemer, Ala.

3789 SLOSS EXHIBIT No. 26.

July 3, 1935.

Mr. H. H. Norred,
Chairman of Negotiations Committee,
Woodward Red Ore Mines.

Dear Sir:

This is to confirm the understanding reached at conference on June 24th, June 27th and July 1st, between your Committee and the Management.

It is not possible for the Company to grant an increase in wages at this time. It is, however, agreed that wages, hours and working conditions, for Woodward Iron Company Red Ore miners, as outlined in letter under date of July 6, 1934, written by the President of Woodward Iron Company to Commissioner C. L. Richardson, of United States Department of Labor, (copy of which letter is attached hereto) will continue in effect until such time as the arrangement is no longer practical. Any necessary revision will be negotiated with Committee for Employees, and it is agreed that thirty days notice will be given by either side for any change in this arrangement.

It is understood that in addition to the conditions outlined in the above referred to letter, the Company agrees that during periods of reduced operations, all times will be as evenly distributed among all men involved as is practical. It is also understood that the Management will continue consideration of seniority in service when force is reduced or force is increased after curtailed operations. The Company also agrees not to work men, other than those essential to the maintenance of the mine, on Sundays and the following Holidays: The Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Yours very truly,

.....,
President.

Present at Negotiations:

Committee: H. H. Norred, A. E. Horn, P. C. Long, J. C. Patterson, W. W. Martindale, Robert Rencher, Charles Jones.

Management: H. A. Berg, J. E. Urquhart.

(The enclosure referred to in Sloss Exhibit No. 26 is a copy of the letter dated July 26, 1934, addressed to Commissioner C. L. Richardson by H. A. Berg, President Woodward Iron Company, above set out as Sloss Exhibit Number 24.)

3791 SLOSS EXHIBIT No. 27.

Copy of agreement proposed and presented to Company by Red Ore Committee. (1936.)

Not signed.

Working Agreement Between the Woodward Iron Company and Their Employees, Members of the International Union of Mine, Mill and Smelter Workers.

This agreement made and entered into this .... day of ....., 1936, by and between the Woodward Iron Company of Jefferson County, in the State of Alabama, hereinafter called the Company, and the Employees of the Woodward Iron Company, members of Local Union Lipscomb No. 103, of the International Union of Mine, Mill and Smelter Workers, employed at the Red Ore Mines of the Woodward Iron Company, located in Jefferson County, in the State of Alabama, hereinafter called the Employees.

Witnesseth: That,

Your employees, members of the Lipscomb Local No. 103, have chosen the undersigned officers or members of the International Union of Mine, Mill and Smelter Workers, District Number 5, to represent them in colleective bargaining with the Company, and,

Whereas, The said Woodward Iron Company Local No. 103, through its Presidents and other representatives thereof and the International Union of Mine, Mill and Smelter Workers through its President and other International Officers and District 5, International Union of Mine, Mill and Smelter Workers through its President and other District Officers and representatives, being recognized as parties to this Agreement to the extent that they or said representatives or either of them shall now or hereafter represent the Employees of the Company at said mines.

Now, therefore, this said Agreement entered into as of date hereinafter stated, between the Company and said representatives and other parties referred to herein above for and on accounts of the Employees at said Mines (not excepted from the operations hereof) who have chosen or who may hereafter choose said representatives or parties or any of them for the purpose of collective bargaining with the Company, or who may ratify their action hereunder, which have been or shall be conclusively determined for the purpose of this Agreement by the execution of assignment of dues under other sections hereof.

Witnesseth: That the parties hereto mutually agree to and with each other as follows: That the Company has entered into this Agreement with the understanding that all similar agreements relating to wages, working condi-

tions and hours throughout the Alabama field shall be on a uniform basis, subject only to such differences as may be required by conditions peculiar to different mines, and it is understood and agreed that if the International Union of Mine, Mill and Smelter Workers, through their representatives, negotiate an agreement relating to wages, working conditions and hours with any other company on a basis more favorable than the basis of this Agreement, this Agreement shall then be modified so that the Company signatory hereto will receive like benefits.

Representation.

The employees not now represented by said representatives may by written notice to the Company authorize said representatives to represent them in negotiations with representatives of the Company as to all matters arising under this contract.

Check-Off.

Employees shall have the right upon written assignment by the Local to have dues not exceeding an amount predetermined by the Local in lawful and regular session checked off the wages of such Employees. The amount shall be remitted to the person provided in the assignment, on or immediately following the date of the regular pay day.

No assessments or dues other than provided in this section shall be checked off for the account of Woodward Iron Company Lipscomb Local #103, except upon authorization by the Executive Board of said Local, except funeral and sick benefits may be checked off along with each month's dues.

Initiation fees (not exceeding $10.00 for any one man, and in sums not to exceed $2.00 per man in any pay period), where proper written authorization has been made to the Company by the Employee, shall be deducted by the Company and remitted to the Financial Secretary of Woodward Lipscomb Local No. 103.

Maximum Hours.

An eight hour day and five day week, (40 hours per week) shall prevail, exclusive of the thirty minute lunch period, with option to run through without suspension, if agreed to beween the Company and the Mine Committee.

The eight hour days mean eight hours in or about the mines, at the usual working places for all classes of labor, (other than those excepted from this Agreement), exclusive of the lunch period, whether they be paid by the day or paid by tonnage, except in cases of accident, which temporarily necessitates longer hours for those Employees required on account thereof, and also except those whose daily work includes the handling of man-trips and those who are required to remain on duty while men are entering and leaving the mines. The following employees are excepted from the foregoing provisions as to maximum hours of work: All employees engaged in handling transportation of ore and men shall work additional time necessary to handle the man-trips or ore in transit, and shall be paid the regular hourly rate. A maximum of fifteen minutes after quitting time of loaders shall be allowed for the handling of ore in transit. Overtime work shall be done to take care of accident and to do other repair work necessary so that the machinery may operate on the following shifts; and also to do any emergency work to protect property and make the main haulageway safe.

In doing this necessary emergency work employees are to receive time and one-half for all time worked in excess of eight hours in any one twenty-four hour period, this period extending from twelve midnight to twelve midnight, with the exception as stated above, where man trips and ore in transit is being handled.

For all work performed by Employees on Independence Day, Labor Day, Thanksgiving Day and Christmas Day, double the regular rates of pay shall be received, with the exception that necessary continuous occupational jobs, such as pumpers, will be paid in the usual manner.

The usual lunch period, as hereintofore observed unless changed by mutual agreement is to be given.

Day wage men going into the mines in the morning shall be entitled to three hours pay whether or not the mines work three full hours but after the first three hours the men shall be paid for every hour thereafter, by the hour, for the hours worked or fractional part thereof.

Mine Committee.

A mine committee of three Employees shall be elected, each member of which shall be eligible to serve as a committee member only so long as he is employed at the mines, to represent the Employees who are members of the Local Union, the Committee to be properly certified to the Company by their Local representatives. No meeting shall be held during working hours except by mutual agreement between the Mine Officials and the Mine Committee, nor shall members of a Mine Committee leave their working places except when called in by the Mine Officials, who shall, on request, permit the committee to look after the interest of the employees represented by them involved in any dispute.

Discharge Cases.

In cases of controversy regarding the justice of employer in discharging or suspending an employee, the case will be disposed of according to the manner and method as set out under the heading "Settlement of Disputes". Should it be decided that an injustice has been done to the employee the Company will be obligated to re-instate and compensate the employee at the rate of pay based on the average earnings of his five immediately preceding full work days, prior to such discharge or suspension. Further, that such cases shall be taken up within three days from the date of discharge or suspension and disposed of as soon thereafter as possible and in any event not more than thirty days. The Company may employ the complainant during the time the hearing is in progress.

Settlement of Disputes.

In cases of controversy arising between the Company or Employees as to the meaning or application of any of the provisions or terms of this Agreement, or as to matters not specifically mentioned in the Agreement, it is agreed that there shall be no suspension of work either by strike or lockout for a period of at least thirty days, during which time an honest and lawful effort will be made to settle such difficulty by the following procedure:

1. The complaining party taking his grievance up with the Local Pit Committee who in turn in company with the complaining party presents it to the Mine Foreman.

2. The Superintendent of the Mines and the Mine Committee.

3. Through the Superintendent of the Mines and the representatives of District No. 5, I. U. M. M. & S. W., who have signed this Agreement or their representatives.

4. Through the Management or their representatives who have signed this Agreement and the representatives of District No. 5 of the I. U. M. M. & S. W., who have signed this Agreement on behalf of the Employees.

5. In case an agreement is not reached by negotiations through one of the four methods set out above, the controversy shall be arbitrated by a board of four members, two of whom shall be designated by the signers of this Agreement, representing the Management and two designated by the signers representing District No. 5, I. U. M. M. & S. W.

In case of a tie in this board the four shall select a fifth member who after having all the facts before him, shall cast the deciding vote. In the event of failure to agree upon a fifth member the President of District No. 5 or his representative and the President of the Company or his representative, shall agree upon a fifth member within five days. In the event they fail in this the Commissioner of the Department of Labor for Alabama, shall select the fifth member. All expenses incident to the services of the fifth member shall be paid equally by the Company and District No. 5. The decision of this arbitration board shall become a part of this Agreement continuing as such until its expiration.

Miscellaneous.

Payments shall be made semi-monthly in lawful money or par check at or near the location in which the employee works. The Company shall keep the working

places as dry as possible; when wet places are driven the amount of pay incidental to furnishing proper protection and inconvenience shall be agreed upon between the Mine Boss and the Employee affected. When the Employee working on piece work is required by a Mine Official to leave his work at the face to perform other work he shall be paid at a rate for a Miner on Company work.

When an employee has no work at the face and is given other labor he shall be paid at the scale for such labor.

A helper is an employee who works under the direction of a skilled man.

In the event of strikes or lockouts employees request that they be permitted to place watchmen about the mines or workings in equal number with the regularly employed company watchmen, this to forestall, if possible, any damage or vandalism to company property as has been the case in past difficulties, in effort to discredit your employees and their organization. In the event this is granted and the mines do not attempt to operate there will be no picketing on the part of your employees while on the contrary your property will be guarded with their lives.

In the event of shut-downs in which the Company supplies its employees with provisions and supplies at their Company stores, on resumption of operation, the employees wages shall be cut in payment for these supplies in the following manner:

Up to and including first forty hours, current debts. After forty hours, 15% of earnings applied to back debts.

In the event the employee desires to make a more substantial payment out of current earnings than at the rate given above, he may do so by volumtarily making a written assignment to the Company.

At least once each month employees are to be given a statement setting out the amounts paid and amounts due on back indebtedness.

The Company shall grant a general increase in wages of 10% to all Employees, plus equitable adjustments, in specific instances to be taken up at the time of negotiations on this Agreement.

In cases of curtailment or other reduction of the number of Employees, whatsoever the cause, the Company agrees that the men shall be paid off in rotation in service, the seniors in service to be the last laid off, and the last man laid off to be the first reemployed in his respective line of work.

The work day shall consist of eight hours in any twenty-four hour period, the time to run from midnight to midnight.

Time and one-half is to be paid for all overtime in excess of eight hours in any twenty-four hour period and double time for Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

In case of controversy neither party to the Agreement is to cause the cessation of operation for a period of at least thirty days, during which time negotiations shall be extended, with the exception that in the event either party deliberately and knowingly violates this Agreement the aggrieved party may consider this contract terminated from that time on.

Any and all monies due from Employees to their Local is to be deducted from the first half of the month earnings, with the exception that in the case the employee only worked two full days the deduction is to be made from the second half earnings.

This Agreement is to terminate on .... day of ....., 1937.

For and in consideration of the above Agreement your Employees, members of Lipscomb Local #103, of the International Union of Mine, Mill and Smelter Workers bind themselves to in every way consistent with sound judgment, through their Local and Officials, to faithfully carry out this Agreement.

In Witness Whereof, said parties have hereunto set their hands and seals this .... day of ....., 1936.

GENERAL COMMITTEE OF
LOCAL #103, I. U. M. M. &
S. W.,

By .....,
.....,
.....,
.....

WOODWARD IRON
COMPANY,

By .....

3799 SLOSS EXHIBIT No. 28.

Copy of letter of 6/26/36, which accompanied letter-agreement with Red Ore Local dated 6/26/36.

June 26, 1936.

Mr. H. H. Norred,
Chairman of Negotiations Committee,
Woodward Red Ore Mines.

Dear Mr. Norred:

I am enclosing the letter agreement you asked for at yesterday's meeting. You will please note that I have changed the three hours to two hours for "day wage men going into the mines in the morning, etc." as two hours are now in effect elsewhere at Woodward Iron Company and I believe two hours are fair and equitable. Your request for adjustment of wages for Hollerman, Skipman, and Pipeman will also be granted with the amended agreement.

Yours very truly,

.....

HAB/mk
Copy—J. E. Urquhart

Copy of letter-agreement with Red Ore Local—6/6/36 Supplementing agreement dated 7/3/35.

June 26, 1936.

Mr. H. H. Norred,
Chairman of Negotiations Committee,
Woodward Red Ore Mines.

Dear Sir:

Confirming discussion at meeting between your committee and the management in my office on June 24 and

supplementing the working agreement now in effect, which was outlined in a letter from the President of Woodward Iron Company to you July 3, 1935, a copy of which is attached hereto, it is agreed that:

1. When day men go into the mines in the morning they shall be entitled to two hours' pay whether or not the mine works full two hours but after the first two hours the men shall be paid by the hour for every or fractional part thereof worked.

2. No employee shall work more than eight hours in any twenty-four hour period, this period extending from twelve midnight to twelve midnight.

3. When an employee has no work at the face and is given other labor he shall be paid at the scale for the position to which he is assigned.

All provisions of the present agreement will otherwise continue in effect. Any further necessary revision will be negotiated with the committee for employees. It is also agreed that thirty days' notice will be given by either party for any change in this arrangement.

Yours very truly,

.....

President.

Present at Negotiations:

Committee: H. H. Norred, W. C. Stringfellow, P. C. Long, John Crumpton, Ben Winsted, Oliver Johnson, John Henry Woodly.

Management: H. A. Berg, J. E. Urquhart.

3802 SLOSS EXHIBIT No. 29.

Copy of agreement presented by Red Ore Committee to Company May 31, 1937.

Not signed.

This agreement, dated ....., 1937, between the Woodward Iron Company, hereinafter referred to as the Company, and Lipscomb Red Ore Local Union No. 103, for members of the International Union of Mine, Mill and Smelter Workers or its successor, hereinafter referred to as the Union.

Section I:

It is the purpose and intent of the parties hereto that this agreement will promote and improve economic relationships between the members of the Union and the Company and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

The term 'employee' as used in this agreement shall not include General Foremen or Watchmen.

Section II: Recognition:

The Company recognizes the Union as the sole bargaining agency for the employees of the Company. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no interference, restraint or coercion by the Company or any of its agents against any member for membership in the Union. The Union agrees not to intimidate or coerce employees into membership.

Section III:

The Company through its responsible representatives will at all reasonable times meet the duly chosen representatives of its employees, for the purpose of collective bargaining on matters concerning wages, hours and working conditions and the adjustment of grievances for the

purpose of maintaining fair standards which will be satisfactory to all concerned.

Section IV. Hours of Work:

Effective ....., 1937, there shall be established an eight hour day and a forty hour week. Time and one-half shall be paid for all time in excess of eight (8) hours in any one day and for all time in excess of forty (40) hours in any one week.

A day may be a calendar day or any 24 hour period and a week may be a calendar week or any five (5) regular eight hour turns on consecutive days followed by a 48 hour rest period, at the option of the Company.

Any employee who is a member of the Union, shall not be paid both daily and weekly overtime for the same hours so worked. All work performed on Sunday and following holidays, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of time and one-half with the exception of that regularly required for maintenance.

When day wage men go into the mine in the morning they shall be entitled to two hours' pay whether or not the mine works full two hours, but after the first two hours the men shall be paid by the hour for every hour or fractional part thereof worked. When an employee has no work at the face and is given other labor, he shall be paid at the scale for the position to which he is assigned.

Section V. Seniority:

In case of curtailment or other reduction of the number of employees, whatsoever the cause, the Company agrees to practice seniority as follows:

(a) Company seniority and ability entitle an employee a job with the Company.

(b) Departmental seniority and ability entitles an employee to a job in his specific department.

(c) Job seniority and ability are deciding factors as to the particular job an employee is to have in that department.

(d) Qualifications or reasonable ability to hold a job: When a man shall have given reasonable service on any job for a period of time not to exceed ninety (90) days, it shall be evidence of his qualifications to hold that job should his seniority permit.

Section VI. Grievances:

When a grievance shall arise it shall be handled as hereinafter provided:

(a) Any member having a grievance shall report same to the grievance committee of the Union.

(b) The grievance committee shall make a detailed investigation of the grievance and decide whether or not it shall be taken up with the Company.

If the grievance is to be taken up then it must be handled thereafter as follows:

(c) The General Mine Foreman shall be notified and the grievance discussed thoroughly with him and every effort made to settle same.

(d) If a settlement with the General Mine Foreman cannot be reached the grievance shall then be taken up

and thoroughly discussed with the Superintendent of Ore Mines and every effort made to settle same.

(e) If a settlement with the Superintendent of Ore Mines cannot be reached, the grievance shall then be taken up and thoroughly discussed with the General Manager and every effort made to settle same.

(f) If a settlement with the General Manager cannot be reached the grievance shall be taken up and thoroughly discussed with the President of the Company and every effort made to reach an amicable settlement.

(g) Until grievances have been handled exactly in accordance with this agreement there shall be no suspension of work by strike, lockout or otherwise, and both parties shall endeavor in every way to reach an amicable adjustment.

Section VII. Checkoff:

The Company shall make stoppages from wages which are understood to be deductions from gross earnings for which authority is given and any deductions which the majority of the employees may authorize in the future by written request.

Section VIII. Termination Date:

This Agreement shall remain in full force and effect until April 1, 1938, inclusive.

....,

For the Company,

....,

....,

....,

....,

For Lipscomb Red Ore Local No. 103, International Union of Mine, Mill and Smelter Workers.

3806 SLOSS EXHIBIT No. 30.

This agreement, dated *October 2nd*, 1937, between the Woodward Iron Company, hereinafter referred to as the Company, and Lipscomb Red Ore Local Union No. 103, for members of the International Union of Mine, Mill and Smelter Workers or its successor, hereinafter referred to as the Union.

1. Eight (8) hours shall constitute a maximum scheduled day's work and forty (40) hours a maximum scheduled week's work.

2. Time and one-half shall be paid for all time in excess of eight (8) hours in any one day and for all time in excess of forty (40) hours in any one week.

3. An employee shall not be paid for both daily and weekly overtime for same hours so worked.

4. Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be considered holidays and only such men as are essential to maintenance of the mine shall be required to work on these days.

5. When day wage men go into the mine in the morning they shall be entitled to two (2) hours' pay whether or not the mine works a full two (2) hours; but after the first two (2) hours, the men shall be paid by the hour for every hour or fractional part therof worked.

6. When an employee has no work at the face and is given other labor he shall be paid at the scale for the position to which he is assigned.

7. In cases of promotion, increase or decrease in forces, the following factors will be taken into consideration:

a. Length of service.

b. Knowledge, skill, ability, training and efficiency.

c. Physical fitness.

In all cases where (b) and (c) are relatively equal, length of continuous service shall govern.

8. All provisions of the present agreement shall otherwise continue in effect: Any necessary revision will be negotiated with the committee for employees.

9. It is also agreed that thirty (30) days' notice will be given by either party for any change in this agreement.

WOODWARD IRON
COMPANY,
By .....,
LIPSCOMB RED ORE LOCAL
#103, I. U. M. M. & S. W.,
By W. O. COLWELL,
G. R. VINES,
SAM McCORD,
GEORGE CHILDS,
OLIVER JOHNSON.

3808 SLOSS EXHIBIT No. 31.

Copy of agreement presented to Company by Red Ore Committee—1938.

Not signed.

This agreement dated this....day of....., 1938 between the Wood(w)ard Iron Company (hereinafter referred to as the Company) and the International Union

of Mine, Mill and Smelter Workers or its successor (hereinafter referred to as the Union).

Section I:

It is the intent and purpose of the parties hereto that this agreement will promote economic relationship between the members of the Union and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The term "employee" as used in this agreement shall not include salaried employees, watchmen, foremen and supervisors who have authority to employ or discharge.

Section II. Recognition:

The Company recognizes the Union as the sole bargaining agency for the employees of the Red Ore Mines. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee for membership in the Union.

Section III. Hours of Work:

Effective on the ..... day of ....., 1938, there shall be established an eight (8) hour day and a forty (40) hour week. Time and one half shall be paid for all overtime in excess of eight (8) hours in any one day or for all overtime in excess of forty (40) hours in any one week. A day may be a calendar day or any 24 hour period, and a week may be a calendar week or any five (5) eight (8) hour turns at the option of the Company.

All Sunday work with the exception of that regularly required for maintenance shall be paid for at the rate of time and one-half.

Section IV. Vacations:

Any employee who prior to January 1, 1939, was continuously in the service of the Company three (3) years or more shall receive a week's vacation, and for each three (3) years in addition to the first three (3) years one additional day vacation will be granted, up to five (5) additional days, this vacation to be taken in a single period. Those who are granted vacations will be paid on their average rate of earnings per hour for the two (2) pay periods immediately preceding their vacation. The total hours of vacation pay will be the average hours they work per week during that period, but not less than forty (40) hours nor more than forty-eight (48) hours. The vacation must be taken in the calendar year.

Vacations will, so far as possible, be granted at times desired by Employee, with the final right of allotment of vacation period exclusively reserved by the Company in order to insure orderly operation of the mines.

Section V. Seniority:

It is understood and agreed that in all cases of promotion or increase or decrease of forces the following factors will be considered and where (b) and (c) are relatively equal length of continuous service shall govern.

a. Length of continuous service;

b. Knowledge, training, ability, skill and efficiency;

c. Physical fitness.

The Company shall furnish the Union with a list of ages in the Company service of all Red Ore employees.

Section VI. Adjustment of Grievances.

Should differences arise between the Company and the Union, or its members employed by the Company, as to the meaning and application of the provisions of this contract. An earnest effort shall be made to settle such differences immediately in the following manner:

I. Between the employee and his immediate foreman.

II. Between the member or members of the Grievance Committee designated by the Union and the Superintendent of the plant.

III. Between the committee and the representatives of the executives of the Company.

Section VII. Discharge Cases:

In the event an employee shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjustment of grievances herein provided.

In the event it should be decided under the rules of this agreement that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employee and full pay compensation at the *employemployer's* regular rate for the time lost.

Section VIII. Holidays:

The following days shall be considered holidays during which days there shall be no regular production work, except regularly required maintenance. The holidays are July 4th, Labor Day, Thanksgiving Day and Christmas.

Section IX. Termination Date:

This agreement shall remain in full force and effect until May 1, 1939, inclusive.

INTERNATIONAL UNION OF MINE, MILL AND SMELTER WORKERS.

WOOD(W)ARD IRON COMPANY.

3811 SLOSS EXHIBIT 31-A.

Copy of letter from Company to Red Ore Local No. 103 in reply to their letter of Sept. 26, 1938.

September 29, 1938.

Lipscomb Red Ore Local #103,
Bessemer, Alabama.

Attention: Messrs. J. L. Robinson and G. B. Colwell.

Gentlemen:

We acknowledge receipt of your letter of September 26 in which you advised that you did not intend that the contract be terminated on September 12 thru the notice of August 12.

The notice read: "This is to notify you that thirty days from this date Lipscomb Red Ore Local will begin to negotiate a *new* contract with the Woodward Iron Company."

We naturally took this to be termination notice for contract in effect August 12, 1938.

As we now thru your letter of September 26 understand that you desire the notice of August 12 disregarded and for the contract to continue in effect, this is merely to advise you that the Company has no objection thereto and the contract will be considered by it to be in effect.

Yours very truly,

HAB/mk
BC-J. U. Urquhart
T. C. DeSollar

3812 SLOSS EXHIBIT No. 32.

Copy of agreement presented by Red Ore Local to Company March 10, 1939.

Not signed.

Supplementary Agreement.

This Agreement, dated ....., is between the *Woodward Iron Company* (hereinafter referred to as the "Company") and *Lipscomb Red Ore Local #103* of the International Union of Mine, Mill and Smelter Workers, (hereinafter referred to as the "Union") on behalf of its members employed by the Company in its ore mines located at Lipscomb, Jefferson County, Alabama.

Section 1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between those employees who are members of the Union and the Company, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

It is understood and agreed that this Agreement pertains only to the members of the Union employed in and around the ore mines of the Company located at Lipscomb, Jefferson County, Alabama.

The term "employee" as used in this Agreement shall not include Foremen, Assistant Foremen or Supervisors in charge of any classes of labor who do not perform any regular work, or Watchmen or Patrolmen.

Section 2. Recognition: The Company recognizes the Union as the Collective bargaining agency for those em-

ployees of the Company who are members of the Union. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any member because of membership in the Union.

Section 3. Wages: It is agreed that the following rates of pay shall exist. (Copy is hereto attached.) Copy of rates of pay in accordance with and substantially as the Tennessee Company rates.

Schedule of Pay Days. (a) Schedule of pay days in accordance with and substantially as the Tennessee Company pay days.

Section 4. Hours of Work: Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day or for all overtime in excess of forty (40) hours in any one week.

Eight (8) hours day mean eight hours of work in or about the mine at the usual working places for all classes of labor, exclusive of the lunch period, whether they be paid by the day or be paid on the tonnage basis.

Any employee who is a member of the Union shall not be paid both daily and weekly overtime for the same hours so worked.

Section 5. Irregular Work: When an employee absents himself from his work for a period of two days without the consent of the Company, other than because of proven sickness or a satisfactory explanation. For the first offense he may be laid off not more than three (3) days

for the second offense he may be laid off not more than five (5) days. When an employee makes a habit of laying off for single days, other than because of proven sickness and continues to do so after having been warned by the Company he shall be subject to discharge.

Section 6. Vacations: Each employee who is a member of the Union and who prior to February 1, 1939, was continuously in the service of the Company three (3) years shall receive one weeks vacation with pay, and for each additional years service shall receive one additional days vacation, but not to exceed ten (10) days. Vacations to begin in May. Such vacation to be taken in a single period. Those who are granted vacations will be paid on the average rate of earnings per hour for the two day periods immediately preceding their vacation. Total hours of vacation pay will be the average hours they worked per week during that period, but not less than forty (40) and not more than forty-eight (48) hours.

Section 7. Seniority: It is understood and agreed that in all cases of promotion and increase or decrease of forces the following factors shall be considered, and where (a) and (b) are relatively equal, length of continuous service shall govern.

(a) Length of continuous service.

(b) Knowledge, training, ability, skill and efficiency.

Section 8. Adjustment of Grievances: Should differences arise between the Company and the Union or its members employed by the Company as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

First, between members of the Grievance Committee, designated by the Union, and the Foreman and Superintendent of the Mines;

Second, between the representatives of the Union and the representatives of the Executives of the Company.

Third, by a board consisting of four members, two of who shall be designated by the representatives signatory hereto, and two by the Company, failing to agree, the matter shall then be appealed to an impartial umpire to be appointed by the mutual agreement of the parties hereto. The umpire shall render a decision within five (5) days after receipt of evidence. The umpires decision shall be final. The expense and salary incident to the services of the umpire shall be paid jointly by the Company and the Union.

Pending the hearing of disputes, the employees represented by the parties signatory hereto shall not cease work because of any dispute; and a decision reached at any stage of the proceedings shall be binding on both parties hereto; and shall not be subject to reopening by either parties except by mutual agreement.

Specified period shall be agreed upon between the Grievance Committee and the Superintendent of the mines for the presentation of grievance hereunder. Provided, however, that matter pertaining to discharges or other matters that cannot reasonably be delayed until the time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee shall consist of not less than three employees and not more than six such employees, designated by the Union, who will be afforded such time off, without pay, as may be required.

First, to attend regularly scheduled committee meetings.

Second, To attend meetings pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting, and

Third, Any member of the Grievance Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his Foreman or his designated representatives.

The actual number of members of the Grievance Committee at the Mines shall be mutually agreed upon between the Superintendent of the Mines and the Union.

Section 9. Illegal Suspension of Work: A strike or stoppage of work on the part of the employees represented by the parties signatory hereto shall be a violation of this Agreement, and there shall be no strike or cessation of work until and unless the matter of complaint shall have been submitted and determined by all the methods provided for in the Agreement for the adjustment of disputes.

Section 10. Management: The management of the mines and the direction of the working forces, including the right to hire, suspend or discharge for proper cause and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for purpose of discrimination against any member of the Union.

Section 11. Discharge Cases: In the event a member of the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with such discharge shall constitute a case arising under the methods of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regards to the discharge, The Company shall reinstate such employee and pay full compensation at the employees regular rate for the time lost. All such cases of discharge shall be taken up within five (5) days from the date of discharge and disposed of as promptly as possible.

Section 12. Safety and Health: The Company shall continue to make reasonable provisions for the safety and health of its employees at the mines during the hours of their employment. Protective devices, wearing apparel and other equipments necessary to properly protect employees from injury shall be provided by the Company in accordance with the practice now prevailing in the mines.

Section 13. Individual Wage Rates: Where alleged inequalities in wage rates prevail, the matter may be taken up for adjustment with Superintendent of the Mines, and settlement made on a mutually satisfactory basis.

Section 14. Holidays: The following days shall be considered holidays, during which days there shall be no regular production of work; however, it is understood that regular maintenance work will be carried on:

July 4th
Labor Day
Thanksgiving
Christmas

If for any reason work other than regular maintenance work is performed on these days, it shall be paid for at the rate of time and one-half. .

Section 15. Term of Agreement: This Agreement shall continue in full force and effect until the .... day of ....., 1940.

(a) In the event neither party serves written notice to the other party within thirty (30) days before the expiration of this contract of their desire to change the terms and conditions thereof, then in that event it is understood and agreed that this contract is to remain in full force and effect for an additional twelve (12) months from the date of expiration thereof.

(b) In the event that either Party desires to change this contract in any way at the expiration thereof, both parties shall be obligated to attend the conference and negotiate in good faith and the neglect or refusal of the party to whom notice is given to so attend and to participate in the negotiations shall be the equivalent of a failure to agree and the refusal of either party to change any position which it may take as to changes proposed in the negotiations shall (not) be considered as a lack of good faith in the negotiations.

Section 16. It is understood that this Agreement is subject to all Federal and State laws, rules and regulations, amendments and revisions that now exists or may hereafter exist pertaining to this Agreement.

.....,
.....,
.....,
.....

.....,
.....,
.....

Abolish the present system of mining and establish a guaranteed basic rate of pay for 8 hours work for all employees now on contract.

All Company crews, track, timber and material shall consist of: 1 Foreman and 6 helpers.

Large draw crews shall consist of: 1 head miner, 3 drill men and helpers, 1 drag engineer, 1 motor runner, and 3 muckers.

Tons	Head Miner	Drill Runner	Drag Engineer	Motor Runner	Muckers	Drill Helper
140	$6.16	$5.60	$5.60	$5.60	$4.92	$4.92
145	6.25	5.68	5.68	5.68	5.01	5.01
150	6.38	5.80	5.80	5.80	5.10	5.10
155	6.52	6.93	6.93	6.93	5.21	5.21
160	6.65	6.05	6.05	6.05	5.31	5.3
165	6.79	6.17	6.17	6.17	5.42	5.42
170	6.92	6.29	6.29	6.29	5.53	5.53
175	7.06	6.41	6.41	6.41	5.64	5.64
180	7.19	6.54	6.54	6.54	5.74	5.74
185	7.32	6.66	6.66	6.66	5.85	5.85
190	7.46	6.78	6.78	6.78	5.96	5.96
195	7.59	6.91	6.91	6.91	6.07	6.07
200	7.73	7.03	7.03	7.03	6.17	6.17
205	7.85	7.15	7.15	7.15	6.28	6.28
210	8.00	7.27	7.27	7.27	6.39	6.39
215	8.13	7.39	7.39	7.39	6.49	6.49
220	8.27	7.51	7.51	7.51	6.60	6.60
225	8.40	7.64	7.64	7.64	6.71	6.71
230	8.53	7.76	7.76	7.76	6.82	6.82
235	8.67	7.88	7.88	7.88	6.92	6.92
240	8.80	8.00	8.00	8.00	7.03	7.03
245	8.94	8.13	8.13	8.13	7.14	7.14
250	9.07	8.25	8.25	8.25	7.25	7.25
255	9.21	8.37	8.37	8.37	7.35	7.35

Tons	Head Miner	Drill Runner	Drag Engineer	Motor Runner	Muckers	Drill Helper
260	9.34	8.49	8.49	8.49	7.56	7.56
and above	"	"	"	"	"	"

Small drags shall consist of: 1 head miner, 2 drill runner and helpers, 1 drag engineer, 1 motorman and 2 muckers.

Tons	Head Miner	Drill Runner	Drag Operator	Motor Runner	Muckers	Drill Helper
70	$6.10	$5.60	$5.60	$5.60	$4.92	$4.92
75	6.52	5.92	5.92	5.92	5.21	5.21
80	6.87	6.25	6.25	6.25	5.49	5.49
85	7.22	6.57	6.57	6.57	5.77	5.77
90	7.58	6.89	6.89	6.89	6.05	6.05
95	7.93	7.21	7.21	7.21	6.33	6.33
100	8.28	7.53	7.53	7.53	6.61	6.61
105	8.63	7.85	7.85	7.85	6.90	6.90
110	8.99	8.17	8.17	8.17	7.18	7.18
115	9.25	8.49	8.49	8.49	7.46	7.46
and above	"	"	"	"	"	"

Hand load in wide work, slab and robbing shall consist of: 1 head miner, 1 drill man and helper, 1 motorman, 3 muckers and trip rider when motor pulls more than one place. A mucker will trip ride when motor pulls only 1 place.

Tons	Head Miner	Drill Runner	Motor Runner	Muckers	Drill Helper
25	$6.16	$5.60	$5.60	$4.92	$4.92
30	6.29	5.72	5.72	5.02	5.02
35	6.66	6.05	6.05	5.32	5.32
40	7.03	6.39	6.39	5.61	5.61
45	7.40	6.73	6.73	5.91	5.91
50	7.77	7.06	7.06	6.20	6.20
55	8.14	7.40	7.40	6.50	6.50
60	8.51	7.74	7.74	6.80	6.80

Tons	Head Miner	Drill Runner	Muckers	Drill Helper	
65	8.88	8.07	8.07	7.09	7.09
70	9.25	8.41	8.41	7.39	7.39
and above	"	"	"	"	"

Narrow work and stope neck shall consist of: 1 head miner, 1 drill runner, 1 motor runner, muckers, 1 drill helper and trip rider where motor pulls more than one place.

The Company shall allow for Explosives 16¢ per ton for narrow and stope neck work and 14¢ per ton for wide work. Powder savings will be divided among all members of the crew where said explosives are used. All Company men with (T) before their ratings will share in tonnage bonus as soon as a basic tonnage can be agreed to between the Company and the Representatives of the Union. Each man will have to furnish his own carbide where slate has to be handled by tonnage men, they will be allowed 60¢ per three ton car for loading and 60¢ for unloading. This plan cuts out all pay for yardage. The Company will furnish all supplies and tools except carbide. In hand loading places where mule is used instead of motor, mule boy shall be paid at the rate of 55¢ per ton.

Occupation		Rate Per Hour
Material Foreman	T	.77
Timber Man	T	.73
Track Man	T	.73
Helpers	T	.54½
Electric Pumper	T	.59
Sub-station tender	T	.60½
Motorman at 10 R&tunnel	T	.74½
Other Company Motors	T	.70½

Occupation		Rate Per Hour
Trip Rider	T	.64½
Pocket Man	T	.60½
Hoist 3 class	T	.59½
Hoist 2 class	T	.70
Hoist 1 class	T	.78
Inside stable cleaner	T	.58½
Car Repairman	T	.70
Car Repairman Helper	T	.56½
Mine Mechanic	T	.91
Mine Electrician	T	.91
Crusher Foreman	T	.61½
Crusher Feeder	T	.56½
Crusher Helper	T	.45½
Compressor Engineer	T	.70
Fireman		.58½
Truck Driver		.64
Teamster (2 mule)		.52
Laborer		.45
Labor Foreman		.61½
Weighman	T	.66
Office Janitor		.50
Air Drill Repairman		.76½
Machinist		.95
Shop Laborer		.46½
Chainer	T	.61½
Blacksmith		.81½
Steel Sharpener		.70
Carpenter		.78½
Outside Electrician		.78½
Outside Mechanic		.78½
Pipeman	T	.64½
Latch Boy	T	.57½
Assistant Engineer	T	.76
Rock Foreman	T	.73
Slate Foreman	T	.73

Occupation		Rate Per Hour
Roller Man		.59½
Sinking Hoist	.57½	..
C Drill Runner	T	.65
Trolley Wire Man	T	.76½
Teamster (1 mule)	T	.47
Inside Muler Boy	T	.55

3823 SLOSS EXHIBIT No. 33.

Copy of Agreement presentd by Red Ore Committee to Company, after election conducted by NLRB to determine bargaining agency—presented 9/1/39.

Not signed.

Supplementary Agreement.

This Agreement, dated ....., is between the *Woodward Iron Company* (hereinafter referred to as the "Company") and *Lipsiomb Red Ore Local #103* of the International Union of Mine, Mill and Smelter Workers, (hereinafter referred to as the "Union") on behalf of the employees, employed by the Company in its ore mines located at *Lipscomb*, Jefferson County, Alabama.

Section 1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

It is understood and agreed that this Agreement pertains only to employees employed in and around the ore

mines of the Company located at *Lipscomb*, Jefferson County, Alabama.

The term "employee", as used in this Agreement shall not include foremen, Assistant Foremen or Supervisors in charge of any classes of labor who do not perform any regular work, or Watchmen or Patrolmen.

Section 2. Recognition: The Company hereby recognizes the Union as the exclusive representatives of all employees of said company in its red ore mine, located at Lipscomb, Jefferson County, Alabama, who came under the jurisdiction of the Union, for the purpose of collective bargaining on all matters pertaining to wages, hours and conditions of employment as provided for in the National Labor Relations Act.

Section 3. Wages: It is agreed that the following rates of pay shall exist. (Copy is attached hereto.) Copy of rates of pay in accordance with and substantially as the Tennessee Company rates.

Schedule of Pay Days: Schedule of pay days in accordance and substantially as the Tennessee Company pay days.

Section 4. Hours of Work: Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day or for all overtime in excess of forty (40) hours in any one week.

No employee shall be paid both daily and weekly overtime for the same hours so worked.

Section 5. Irregular Work: When an employee absents himself from his work for a period of two days without the consent of the Company, other than because of proven sickness or a satisfactory explanation, for the first offense he may be laid off not more than three (3) days; for the second offense he may be laid off not more than five (5) days. When an employee makes a habit of laying off for single days, other than because of proven sickness and continues to do so after having been warned by the Company he shall be subject to discharge.

Section 6. Vacations: Each employee who prior to February 1, 1939, was continuously in the service of the Company three (3) years shall receive one week's vacation with pay, and for each additional year's service shall receive one additional day's vacation, but not to exceed ten (10) days. Vacations to begin in May. Such vacations to be taken in a single period. Those who are granted vacations will be paid on the average rate of earnings per hour for the two day periods immediately preceding their vacation. Total hours of vacation pay will be the average hours they worked per week during that period, but not less than forty (40) and not more than forty-eight (48) hours.

Section 7. Seniority: It is understood and agreed that in cases of promotion and increase or decrease of forces the following factors shall be considered and where factors (a) and (b) are relatively equal, length of continuous service shall govern.

(a) Length of continuous service.

(b) Knowledge, training, ability, skill and efficiency.

Section 8. Adjustment of Grievances: Should differences arise between the Company and the Union or the employees employed by the Company as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

First, Between members of the Grievance Committee, designated by the Union, and the Foreman and Superintendent of the Mines;

Second, between the representatives of the Union and the representatives of the Executives of the Company;

Third, by a board consisting of four members, two whom shall be designated by the representatives signatory hereto, and two by the Company. Failing to agree, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement by the parties hereto. Failing to agree on the fifth member within five days, the Director of Conciliation Service, U. S. Department of Labor shall be authorized to appoint the fifth member. The umpire shall render a decision within five days after receipt of evidence. The umpire's decision shall be final. The expense and salary incident to the services of the umpire shall be paid jointly by the Company and the Union.

Pending the hearing of disputes, the employees represented by the parties signatory hereto shall not cease work because of any dispute; and a decision reached at any stage of the proceedings shall be binding on both parties hereto; and shall not be subject to reopening by either parties except by mutual agreement.

Specified period shall be agreed upon between the Grievance Committee and the Superintendent of the Mines for the presentation of grievances hereunder. Provided, however, that matters pertaining to discharges or other matters that cannot reasonably be delayed until time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee shall consist of not less than three employees and not more than six such employees, designated by the Union, who will be afforded such time off, without pay, as may be required.

First, to attend regularly scheduled committee meetings.

Second, to attend meetings pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting and

Third, any member of the Grievance Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his Foreman or his designated representatives.

The actual number of members of the Grievance Committee at the Mines shall be agreed upon between the Superintendent of the Mines and the Union.

Section 9. Illegal Suspension of Work: A strike or stoppage of work on the part of the employees represented by the parties signatory hereto shall be a violation of this Agreement, and there shall be no strike or cessation of work until and unless the matter of complaint shall have been submitted and determined by all the methods pro-

vided for in this Agreement for the adjustment of disputes.

Section 10. Management: The management of the mines and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for the purpose of discrimination against any member of the Union.

Section 11. Discharge Cases: In the event an employee shall be discharged from his employment from and after the date thereof, and he believes he has been unjustly dealt with such discharge shall constitute a case arising under the methods of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee, with regard to the discharge, the company shall reinstate such an employee, and pay full compensation at the employees regular rate for the time lost. All such cases of discharge shall be taken up within five (5) days from the date of discharge and disposed of as promptly as possible.

Section 12. Safety and Health: The company shall continue to make reasonable provisions for the safety and health of its employees at the mines during the hours of their employment. Protective devices, wearing apparel and other equipments necessary to properly protect employees from injury shall be provided by the Company in accordance with the practices now prevailing in the mines.

Section 13. Individual Wage Rates: Where alleged inequalities in wage rates prevail, the matter may be taken

up for adjustment with Superintendent of the Mines, and settlement made on a mutually satisfactory basis.

Section 14. Holidays: The following days shall be considered Holidays, during which days there shall be no regular production of work; however, it is understood that regular maintenance work will be carried on:

July 4th
Labor Day
Thanksgiving
Christmas

If for any reason work other than regular maintenance work is performed on these days, it shall be paid for at the rate of time and one-half.

Section 15. Check-Off: The Union agrees to furnish the Company an affidavit showing the names of employees of the Company who are members of the Union in good standing, and from time to time, if, as and when the same does occur, the names of any employees of the Company becoming members of the Union and the names of employes ceasing to be members. The Company agrees that it will deduct from wages or salary owing to each Union member so shown the amount of the monthly dues of such members, and to pay the same to the designated agent of the Union, not later than the fifth day of the month following such deductions, and to furnish, at such time, a list of employees from whose pay said deductions were made showing amount of such deductions. The Union agrees to furnish the Company at the same time it supplies list of its members, with a written consent to this provision of this contract, executed by such Union members affected hereunder, and, in the event of suit or other process against the Company, its officers or agents, by anyone on account of

or growing out of the action by the Company in making such deductions, the Union hereby agrees to and does indemnify, save and hold Company harmless from any loss or damage on account of the making of any such deductions, including the cost of any such suit, attorney's fees, and cost of defense of the same. The Union hereby agrees to reimburse the Company for any amount it expends or is caused to expend by any such suit or proceedings, including all amounts of any such deductions made by the Company hereunder for which it is, in any such proceedings held liable. It is agreed that any employee affected may, by written notice to the Company and financial secretary of the Union, cancel at any time the authority of the Company to make any deductions hereunder and, in that event, the Company shall not be required to make such deductions, unless and until any such employees shall have subsequently executed his written agreement and consent thereto and filed the same with the Company.

Section 16. Term of Agreement: This agreement shall continue in full force and effect until the .... day of ....., 1940.

(a) In the event neither party serves written notice to the other party within thirty (30) days before the expiration of this contract of their desire to change the terms and conditions thereof, then, in that event it is understood and agreed that this contract is to remain in full force and effect for an additional twelve (12) months from the expiration date thereof.

(b) In the event that either party desires to change this contract in any way at the expiration thereof, both parties shall be obligated to attend the conference and negotiate in good faith, and the neglect or refusal of the party to whom notice is given to so attend and to partici-

pate in the negotiations shall be the equivalent of a failure to agree, and the refusal of either party to change any position which it may take as to changes proposed in the negotiations shall be considered as a lack of faith in the negotiations.

Section 17. It is understood that this Agreement is subject to all Federal and State laws, rules and regulations, amendments and revisions that now exist or may hereafter exist, pertaining to this Agreement.

. . . . . .

. . . . . .

(Copy of rates proposed by committee September 22, 1939—Counter-proposal to Company's proposed rates September 31, 1939.)

Abolish the present system of mining and establish a guaranteed basic rate of pay for 8 hours work for all employees now on contract.

All Company crews, track, timber, and material shall consist of: 1 Foreman and 4 helpers.

Large drag crews shall consist of: 1 head miner, 3 drill men and helpers, 1 drag engineer, 1 motor runner, and 3 muckers.

Tons	Head Miner	Drill Runner	Drag Engineer	Motor Runner	Muckers	Drill Helper
140	$6.16	$5.48	$5.48	$5.48	$4.80	$4.52
145	6.25	5.56	5.56	5.56	4.89	4.57
150	6.38	5.68	5.68	5.68	4.78	4.66
155	6.52	5.81	5.81	5.81	5.09	4.77
160	6.55	5.93	5.93	5.93	5.19	4.87
165	6.79	6.05	6.05	6.05	5.30	4.98
170	6.92	6.17	6.17	6.17	5.41	5.09
175	7.06	6.29	6.29	6.29	5.52	5.20

Tons	Head Miner	Drill Runner	Drag Engineer	Motor Runner	Muckers	Drill Helper
180	7.19	6.42	6.42	6.42	5.62	5.30
185	7.32	6.54	6.54	6.54	5.73	5.41
190	7.46	6.66	6.66	6.66	5.84	5.52
195	7.59	6.79	6.79	6.79	5.95	5.63
200	7.73	6.91	6.91	6.91	6.05	5.73
205	7.85	7.03	7.03	7.03	6.16	5.84
210	8.00	7.15	7.15	7.15	6.27	5.95
215	8.13	7.27	7.27	7.27	6.37	6.05
220	8.27	7.39	7.39	7.39	6.48	6.16
225	8.40	7.52	7.52	7.52	6.59	6.27
230	8.53	7.64	7.64	7.64	6.70	6.38
235	8.67	7.76	7.76	7.76	6.80	6.48
240	8.80	7.88	7.88	7.88	6.91	6.59
245	8.94	8.01	8.01	8.01	7.02	6.70
250	9.07	8.13	8.13	8.13	7.13	6.81
255	9.21	8.25	8.25	8.25	7.23	6.91
260	9.34	8.37	8.37	8.37	7.44	7.12
and above	"	"	"	"	"	"

Small Drags shall consist of: 1 head miner, 2 drill runner and helpers, 1 drag engineer, 1 motorman, and 2 muckers.

Tons	Head Miner	Drill Runner	Drag Operator	Motor Runner	Muckers	Drill Helper
70	$6.16	$5.48	$5.48	$5.48	$4.80	$4.52
75	6.52	5.80	5.80	5.80	5.09	4.77
80	6.87	6.14	6.14	6.14	5.37	5.05
85	7.22	6.45	6.45	6.45	5.65	5.33
90	7.58	6.75	6.75	6.75	5.93	5.61
95	7.93	7.09	7.09	7.09	6.21	5.89
100	8.28	7.41	7.41	7.41	6.49	6.17
105	8.63	7.73	7.73	7.73	6.78	6.46
110	8.99	8.05	8.05	8.05	7.00	6.74
115	9.25	8.37	8.37	8.37	7.34	7.02
and above	"	"	"	"	"	"

Hand load in wide work, slab and robbing shall consist of: 1 head miner, 1 drill man and helper, 1 motorman, 3 muckers and trip rider when motor pulls more than one place. A mucker will trip ride when motor pulls only one place.

Tons	Head Miner	Drill Runner	Motor Runner	Muckers	Drill Helper
40	$6.16	$5.48	$5.48	$4.80	$4.52
45	6.29	5.60	5.60	4.90	4.58
50	6.66	5.93	5.93	5.20	4.88
55	7.03	6.27	6.27	5.49	5.17
60	7.40	6.61	6.61	5.79	5.47
65	7.77	6.94	6.94	6.08	5.76
70	8.14	7.28	7.28	6.38	6.06
75	8.51	7.62	7.62	6.68	6.36
80	8.88	7.95	7.95	6.97	6.65
85	9.25	8.29	8.29	7.27	6.95
and above	"	"	"	"	"

Narrow work and stope rock shall consist of: 1 head miner, 1 drill runner, 1 motor runner, 3 muckers, 1 drill helper and trip rider where motor pulls more than one place.

Tons	Head Miner	Drill Runner	Muckers	Drill Helper	
30	$6.16	$5.48	$5.48	$4.80	$4.52
35	6.47	5.76	5.76	5.05	4.73
40	6.93	6.18	6.18	5.42	5.10
45	7.39	6.60	6.60	5.78	5.46
50	7.85	7.02	7.02	6.15	5.83
55	8.32	7.44	7.44	6.52	6.20
60	8.78	7.86	7.86	6.89	6.47
65	9.24	8.28	8.28	7.26	6.94
and above	"	"	"	"	"

The Company shall allow for explosives 16¢ per ton for narrow and stope neck work and 14¢ per ton for wide work. Powder savings will be divided among all members of the crew where said explosives are used. All Company men with (T) before their rating will share in tonnage bonus just as soon as a basis tonnage can be agreed to between the Company and the Representatives of the Union. Each man will have to furnish his own carbide where slate has to be handled by tonnage men, they will be allowed 60¢ per three-ton car for loading and 60¢ for unloading. This plan cuts out all pay for yardage. The Company will furnish all supplies and tools except carbide. In hand loading places where mule is used instead of motor, mule boy shall be paid at rate of 55¢ per hour.

	Hours	8 hours
Blacksmith	65½	524
Compressor Engineer	64½	512
Crusher Man	48	384
Carpenter	64½	516
Co. Drill Runner	63½	508
Co. Drill Helper	55½	444
Car Repairman	67	536
Car Repairman Helper	55½	444
Chainer	57½	460
Crusher Foreman	58	464
Drill Repairman	74½	596
Drill Steel Sharpener	69	552
Drill Steel Sharpener Helper	55½	444
Electrical Repairman (outside)	74½	596
Electrical Repairman (inside)	76½	612
Fireman	55½	444
Greaser Man	55½	444
Hoist Engineer (Outside)	72	576
Hoist Engineer (Overhead)	72	576
Hoist Engineer (Manway)	65	520
Hoist Engineer (Side slope and 50L)	57½	460

	Hours	8 hours
Haulage Motorman	70½	564
Haulage Helper	55½	444
U. G. Stableman Helper	55½	444
Laborer	40	320
Latch Boy	55½	444
Mechanical Repairman (Outside)	74½	596
Mechanical Repairman (Inside)	76½	612
Motorman	70½	564
Pumper	55½	444
Pipe Man	60½	484
Railroad Car Man	45½	364
Rockman	63½	508
Rockman Helper	54½	436
Slate Picker (Laborer)	40	320
Sanitary and Garbage Wagon Driver	40	320
Skip Loader	59½	476
Skip Loader Helper	55½	444
Slope Repairman	59½	476
Slope Repairman Helper	55½	444
Truck Driver	49	392
Trip Rider	57½	460
Timberman	63½	508
Timberman Helper	54½	436
Trackman	63½	508
Trackman Helper	54½	436
Weighman	67	536
Carpenter	64½	516
Wagon Driver	45½	364

3835 SLOSS EXHIBIT No. 34.

Agreement.

This Agreement, dated *November 13, 1939*, is between the *Woodward Iron Company*, (hereinafter referred to as

the "Company") and *Lipscomb Red Ore Local #103* of the International Union of Mine, Mill and Smelter Workers, (hereinafter referred to as the "Union") on behalf of the employees employed by the Company in its ore mines located at *Lipscomb*, Jefferson County, Alabama.

Section 1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the employees and the Company, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

It is understood and agreed that this Agreement pertains only to employees employed in and around the ore mines of the Company located at *Lipscomb*, Jefferson County, Alabama.

The term "employee", as used in this Agreement shall not include foremen, assistant foremen or supervisors in charge of any classes of labor who do not perform any regular work, or watchmen or patrolmen.

Section 2. Recognition: The Company hereby recognizes the Union as the exclusive representative of all employees of said Company in its red ore mine, located at Lipscomb, Jefferson County, Alabama, who come under the jurisdiction of the Union, for the purpose of collective bargaining on all matters pertaining to wages, hours and conditions of employment.

Section 3. Wages: It is agreed that the following rates of pay shall exist. (Copy is hereto attached.)

Pay Days: Pay days to remain at present, namely, 10th and 25th of each month, but during weeks on which there is no pay day a cash order will be instituted, the

day for cash orders to be set by the Company and posted on bulletin board one week in advance.

Section 4. Hours of Work: Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day or for all overtime in excess of forty (40) hours in any one week.

No employee shall be paid both daily and weekly overtime for the same hours so worked.

Section 5. Vacations: Each employee who prior to May 1, 1940, was continuously in the service of the Company for three (3) years shall receive vacations in accordance with the following schedule:

3 years service and less than 5 years service to May 1, 1940	3 days
5 years service and less than 10 years service to May 1, 1940	6 days
10 years service and less than 15 years service to May 1, 1940	8 days
15 years service and over to May 1, 1940	10 days

Vacations to begin in May. Such vacations to be taken in a single period. Those who are granted vacations will be paid on the average rate of earnings per hour for the two (2) pay periods immediately preceding their vacation. Total hours of vacation pay will be the average hours they worked per week during that period, but not less than forty (40) and not more than forty-eight (48) hours.

Section 6. Seniority: It is understood and agreed that in any cases of promotion and increase or decrease of

forces the following factors shall be considered, and where factor (a) and (b) are relatively equal, length of continuous service shall govern.

(a) Length of continous service.

(b) Knowledge, training, ability, skill and efficiency.

Section 7. Adjustment of Grievances: Should differences arise between the Company and the Union or the employees employed by the Company as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

First, between members of the Grievance Committee, designated by the Union, and the Foreman and Superintendent of the Mines;

Second, between the representatives of the Union and the representatives of the Executives of the Company;

Third, by a board consisting of four members, two of whom shall be designated by the representatives signatory hereto, and two by the Company. Failing to agree, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement by the parties hereto. Failing to agree on the fifth member within five days the Director of Conciliation Service, U. S. Department of Labor, shall be authorized to appoint the fifth member. The umpire shall render a decision within five days after receipt of evidence. The umpire's decision shall be final. The expense and salary incident to the services of the umpire shall be paid jointly by the Company and the Union.

Pending the hearing of disputes; the employees represented by the parties signatory hereto shall not cease work because of any dispute; and a decision reached at any stage of the proceedings shall be binding on both parties hereto; and shall not be subject to reopening by either parties except by mutual agreement.

Specified period shall be agreed upon between the Grievance Committee and the Superintendent of the mines for the presentation of grievance hereunder. Provided, however, that matter pertaining to discharges or any other matters that cannot reasonably be delayed until time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee shall consist of not less than three employees and not more than six such employees, designated by the Union, who will be afforded such time off, without pay, as may be required.

First, to attend regularly scheduled committee meetings.

Second, to attend meetings pertaining to discharge or other matters which cannot be reasonably delayed until the time of the next regular meeting, and

Third, any member of the Grievance Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his foreman or his designated representatives.

The Superintendent is to be advised, in writing, by the Union of the names of the Grievance Committee, also of any changes that may be made in this committee.

It is understood and agreed that this section of the Agreement shall not be effective in the arbitration of wage increases, wage reductions or wage adjustments.

Section 8. Illegal Suspension of Work: A strike or stoppage of work on the part of the employees represented by the parties signatory hereto shall be a violation of this Agreement, and there shall be no strike or cessation of work until and unless the matter of complaint shall have been submitted and determined by all the methods provided for in this Agreement for the adjustment of disputes.

Section 9. Management: The management of the mines and the direction of the working force, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for the purpose of discriminating against any member of the Union.

Section 10. Discharge Cases: In the event an employee shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with such discharge shall constitute a case arising under the methods of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee, with regard to discharge, the Company shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up within five (5) days from the date of discharge and disposed of as promptly as possible.

Section 11. Safety and Health: The Company shall continue to make reasonable provisions for the safety and health of its employees at the mines during the hours of their employment. Protective devices, wearing apparel and other equipments necessary to properly protect employees from injury shall be provided by the Company in accordance with the practice now prevailing in the mines.

Section 12. Individual Wage Rates: Where alleged inequalities in wage rates prevail, the matter may be taken up for adjustment with Superintendent of the Mines, and settlement made on a mutually satisfactory basis.

Section 13. Holidays: The following days shall be considered holidays, during which days there shall be no regular production work; however, it is understood that regular maintenance work will be carried on:

July 4th
Labor Day
Thanksgiving
Christmas

If for any reason work other than regular maintenance work is performed on these days, it shall be paid for at the rate of time and one-half.

Section 14. Wage Advances or Reductions: It is agreed that in event general wage increases are granted or decreases made to red ore miners by a majority of the red ore producing companies in this district during the life of this Agreement, it is understood that the question of consideration of wage adjustments for Woodward Red Ore employees will then become a subject for collective bargaining under the terms of this Agreement.

Section 15. Term of Agreement: This Agreement shall continue in full force and effect until the 12th day of November, 1940.

(a) In the event neither party serves written notice to the other party within thirty (30) days before the expiration of this contract of their desire to change the terms and conditions thereof, then, in that event it is understood and agreed that this contract is to remain in full force and effect for an additional twelve (12) months from the date of expiration thereof.

(b) In the event that either party desires to change this contract in any way at the expiration thereof, both parties shall be obligated to attend the conference and negotiate in good faith, and the neglect or refusal of the party to whom notice is given to so attend and to participate in the negotiations shall be the equivalent of a failure to agree, and the refusal of either party to change any position which it may take as to changes proposed in the negotiations shall not be considered as a lack of good faith in the negotiations.

H. A. BERG,
Pres.

VAN D. JONES,
J. L. ROBINSON,
JOHN CRUMPTON,
OLIVER JOHNSON,
WILL RENCHER.

Red Ore Mines.

Hourly Rates.

Occupation	Hourly Rate	Amount per Shift	Hours per Shift
Rockman	$0.635	$5.08	8
Rockman Helper	.545	4.36	8
Timberman	.635	5.08	8
Timberman Helper	.545	4.36	8
Company Drag Engineer	.705	5.64	8
Company Drillman	.635	5.08	8
Company Drillman Helper	.555	4.44	8
Pipeman	.605	4.84	8
Car Repairer	.67	5.36	8
Car Repairer Helper	.555	4.44	8
Chainer	.575	4.60	8
Greaserman	.555	4.44	8
Hoist Engineer—1st class	.72	5.76	8
Hoist Engineer—2nd class	.575	4.60	8
Latch Boy	.555	4.44	8
Motorman	.705	5.64	8
Rollerman	.595	4.76	8
Rollerman Helper	.555	4.44	8
Stableman Helper	.555	4.44	8
Trip Rider	.575	4.60	8
Trackman	.635	5.08	8
Trackman Helper	.545	4.36	8
Manway Hoist Engineer	.65	5.20	8
Truck Driver	.49	3.92	8
Teamster	.455	3.64	8
Railroad Car Loader	.455	3.64	8
Skip Loader	.595	4.76	8
Skip Loader Helper	.555	4.44	8
Tippleman	.58	4.64	8
Weighman	.67	5.36	8
Hoist Engineer—outside	.72	5.76	8

Occupation	Hourly Rate	Amount per Shift	Hours per Shift
Hoist Engineer—relief	.49	3.92	8
Crusherman	.48	3.84	8
Pumper	.555	4.44	8
Blacksmith—2nd class	.655	5.24	8
Blacksmith Helper	.555	4.44	8
Carpenter	.645	5.16	8
Drill Steel Sharpener	.69	5.52	8
Drill Steel Sharpener Helper	.555	4.44	8
Electrical Repairman	.765	6.12	8
Shop Machinist	.745	5.96	8
Machinist—outside	.745	5.96	8
Machinist—inside	.765	6.12	8
Laborer	.40	3.20	8
Haulage Laborer	.555	4.44	8
Drill Repairman	.745	5.96	8
Sanitary & Garbage wagon driver	.455	3.64	8
Fireman	.555	4.44	8
Compressor Engineer	.645	5.16	8

Red Ore Mines.

Tonnage Rates.

Large Drags.

Tonnage Rates Based on:	Rate Per Ton
1 to 180 tons per day	.365
181 to 210 tons per day	.370
211 to 240 tons per day	.375
241 to 270 tons per day	.395
271 to 300 tons per day	.410
301 tons plus per day	.420

Basic Hourly and Shift Rates:	Hour	Shift
Head Miner	.875	$7.00
Drag Foreman	.74	5.92

Engineer	.685	5.48
Motorman	.685	5.48
Drillman	.685	5.48
Drillman Helper	.565	4.52
Muckor	.60	4.80

Note: Regular tonnage and yardage rates will govern gross earnings.

After deductions for total labor, explosives and supplies cost, etc., the remaining amount will be divided as follows:

20% to Head Miner
80% to remainder of crew, split proportionately to each man's base pay.

Red Ore Mines.

Tonnage Rates.

Small Drags.

Tonnage Rates Based on:	Rate Per Ton
1 to 75 tons per day	.4725
76 to 85 tons per day	.4875
86 to 95 tons per day	.50
96 to 105 tons per day	.51
106 to 115 tons per day	.525
116 plus tons per day	.53

Basic Hourly and Shift Rates:	Hour	Shift
Head Miner	.875	7.00
Foreman	.74	5.92
Engineer	.685	5.48
Motorman	.685	5.48
Drillman	.685	5.48
Drillman Helper	.565	4.52
Mucker	.60	4.80

Note: Regular tonnage and yardage rates will govern gross earnings.

After deductions for total labor, explosives and supplies cost, etc., the remaining amount will be divided as follows:

20% to Head Miner
80% to remainder of crew, split proportionately to each man's base pay.

Red Ore Mines.

Tonnage Rates.

9-Foot Development Headings—Shovel Loaded.

Occupation	Rates Hour	Shift	Details of mining yardage 9 feet wide by thickness of seam—ore belonging to Company.
Head Miner ...	.875	7.00	
Drillman	.705	5.64	Mining yardage—$26.00 per
Drillman Helper	.585	4.68	lineal yard.
Motorman	.705	5.64	
Shovel Operator	.705	5.64	

Note: Regular yardage rates will govern the gross earnings. After deductions for total labor, explosives, supplies, etc., the remaining amount will be divided as follows:

30% to Head Miner.
20% to Shovel Operator.
50% to remainder of crew, split proportionately to each man's base pay.

9-Foot Development Headings—Hand Loaded.

Occupation	Rates Hour	Shift	Details of mining yardage 9 feet wide by thickness of seam—ore belonging to Company.
Head Miner ...	.875	7.00	8 ft. high—$33.25 per lin. yd.
			9 ft. high— 34.25 per lin. yd.

9-foot Development Headings—Hand Loaded.

Occupation	Rates Hour	Shift	Details of mining yardage 9 feet wide by thickness of seam—ore belonging to Company.
Drillman	.705	5.64	10 ft. high— 35.25 per lin. yd.
			11 ft. high— 36.25 per lin. yd.
Drillman Helper	.585	4.68	12 ft. high— 37.25 per lin. yd.
			13 ft. high— 38.25 per lin. yd.
Motorman	.705	5.64	14 ft. high— 39.25 per lin. yd.
Mucker	.60	4.80	

Note: Regular yardage rates will govern the gross earnings. After deductions for total labor, explosives and supplies cost, etc., the remaining amount will be divided as follows:

20% to Head Miner
80% to remainder of crew, split proportionately to each man's base wage rate.

Red Ore Mines.

Hand Mined Tonnage & Yardage Rates.

Description	Rate
Wide heading ore (over 18' in width)	.72 per ton
Hand slab ore	.67 per ton
Stope neck ore	.72 per ton

Basic Hourly & Shift Rates.

	Hour	Shift
Head Miner	.875	$7.00
Motorman	.705	5.64
Drillman	.705	5.64
Drillman Helper	.585	4.68
Mucker	.60	4.80

Note: The regular tonnage and yardage rates will govern gross earnings. After deductions for total explosives and supplies cost, etc., the remaining amount will be split as follows:

20% to head miner.
80% to remainder of crew, split proportionately to each man's base pay.

Yardage Rates.

Narrow Headings—9 ft. wide by thickness of seam, ore belonging to Company.

8 ft. high	$33.25	per lineal yard
9 ft. high	34.25	per lineal yard
10 ft. high	35.25	per lineal yard
11 ft. high	36.25	per lineal yard
12 ft. high	37.25	per lineal yard
13 ft. high	38.25	per lineal yard
14 ft. high	39.25	per lineal yard

Miscellaneous Yardage—ore belonging to miners.

Short headings (under 18 ft. in width)	$16.50	per lin. yd.
Stope necks	16.50	per lin. yd.
12 ft. wide (drag) stopes	9.00	per lin. yd.
Loading slate	.69	per car

Chaining Rates.

Rate per ton ..... $ .0128 per ton

	Hour	Shift
Head Chainer	.875	$7.00
Chainer Laborer	.575	4.60

Note: Regular tonnage rate will govern gross earnings.

After deductions for fixed labor cost the balance will be divided as follows:

59% to head chainer
41% to chainer labor to be split equally.

3848 SLOSS EXHIBIT No. 35.

Copy of Agreement presented by Red Ore Committee November 6, 1940; not signed.

Proposed Amendments and Changes in the Present Contract By and Between Woodward Iron Company, and Lipscomb Red Ore Local No. 103, of International Union of Mine, Mill and Smelter Workers, All of Which Is to Supersede the Existing Contract, Including the Parts Retained to Be Incorporated In the New Contract.

Preamble clause of old contract to be retained.

Section 1. Retained.

Section 2. Retained.

Section 3. Retained as amended or changed.

(a) Pay Days shall be weekly and shall include all earnings due except the last three (3) days. Provided further, that the work week shall start Sunday night at 12 o'clock P. M. and end Saturday night at 12 o'clock P. M.

Section 4. Add to Section 4 as follows immediately after the first paragraph thereof: "Provided time worked

shall be computed from collar to collar. That is to say, the employees shall be paid for all time in each day they are required to be on the premises of the Company, except of course lunch period when so provided".

Second Paragraph of Section 4 O. K.

Section 5. To retain as is.

Section 6. To be retained, and add:

(c) All employees who volunteer or are required to serve our Country in the present defense program, or in the event of war, shall retain their seniority status as of the date of induction into the service, and these employees who volunteer or are required to serve our Country shall, upon return, be restored to their former occupations with the Company.

Section 7. Strike out the following words in paragraph Third, as same appear in the third line thereof, namely: "representatives signatory hereto", and add in lieu thereof "Union".

Section 8. Strike out word "signatory" in the fourth line thereof.

Section 9. To be retained, and add Section 9(b):

(b) The Head Miner's duty will be to supervise the work, look after materials, supplies, and safety of the place, and nothing more.

Section 10. To be retained.

Section 11. To be retained, and add the following:

(a) Outside pumpers, inside pumpers, boiler men, and the outside hoisting engineers who are required to haul the pumpers in and out of the mine, shall be designated as maintenance men.

(b) Any place or Heading loading ore double shift shall require a Head Miner for each shift.

(c) The Company shall deduct from each of its employees wages, upon presentation by the Union of an order signed by such employee, such dues, initiations and assessments as authorized in said order, provided deductions shall not exceed ($7.00) Seven Dollars in any one calendar month, such order to remain in force for the duration of this Agreement.

(d) That, subject to the terms and conditions of this Agreement, the Company hereby agrees to employ or work no person who is not a member of the Union or who is not willing to make application to join said Union within two (2) weeks after becoming employed by the Company. In the event any employee fails or refuses to make such application to join the Union within two weeks (2) after becoming employed by the Company, the Company hereby agrees to discharge such employee upon receipt of a notice in writing from the duly authorized Secretary of the Union that such employee has failed or refused to make such application within the period of time hereinabove specified.

The Company shall remit to the Financial Secretary of the Union an itemized list of the names and amounts deducted from each employee not later than the 10th day of each succeeding month of all deductions so made.

Should any employee enter legal proceedings against the Company to recover the amount of deductions made by him under this Section the Union agrees to reimburse to the Company the amount of any loss sustained thereby, including all costs and expenses.

Section 12. To be retained.

Section 13. To be retained.

Hourly Rates: Strike out rates appearing on Pages 9 and 10 and add in lieu thereof the following:

	Hour	Shift
Rockman	.755	$6.04
Timber man	.755	6.04
Co. Drag Engr.	.755	6.04
Co. Drill Man	.685	5.48
Car Repairman	.720	5.76
Chainer	.625	5.00
Hoist Engr. 1st C.	.770	6.16
Latch Boy	.605	4.84
Motorman Tunnel & 10 R.	.775	6.20
Roller Man Hpr.	.605	4.84
Trip Rider	.625	5.00
Track Man Hpr.	.595	4.76
Rock-wall Bldr.	.535	4.28
Skip Loader	.675	5.40
Tippleman	.630	5.04
Hoist Engr., Outside	.815	6.52
Crusherman	.560	4.84
Blacksmith, 2nd Class	.705	5.64
Carpenter	.695	5.56
Drill Steel Hpr.	.720	5.76
Shop Machinist	.850	6.80
Machinist, inside	.845	6.76

	Hour	Shift
Laborer	.450	3.60
Haulage Laborer	.605	4.84
Sanitary and Garbage Wagon Driver	.505	4.04
Compressor Engr.	.695	5.56
Teamster	.505	4.04
Rockman Helper	.595	4.76
Timber man Helper	.595	4.76
Pipe man	.655	5.24
Co. Drill man Hpr.	.605	4.84
Car Repairman Hpr.	.605	4.84
Grease man	.605	4.84
Hoist Engr. 2nd C.	.685	5.48
Motorman	.755	6.04
Roller man	.645	5.16
Stableman	.635	5.08
Trackman	.755	6.04
Man-way Hoist Engr.	.700	5.60
R. R. Car Loader	.535	4.28
Skip Loader Helper	.605	4.84
Weighman	.720	5.76
Hoist Engineer Relief	.54	4.32
Pumper	.675	5.40
Blacksmith Hpr.	.605	4.84
Drill Steel Sharpener	.805	6.44
Electrical Repairman	.845	6.76
Machinist, Outside	.845	6.76
Outside Foreman	.695	5.56
Haulage Motorman	.755	6.04
Drill Repairman	.795	6.36
Fireman	.605	4.84
Truck Driver	.550	4.40

and adding thereto: "All men covered by these rates are to receive a "bonus" for all tonnage in excess of 1675 tons per shift, bonus to be divided according to base pay".

(a) Slate, Bottom, Slabbing Rates:. Where two or more cars of slate are picked out of ore in any one shift same shall be paid for one way.

Taking up Bottom shall be paid for at the rate of $4.00 per cubic yard, and the slate shall be paid for two ways at 69¢ per car.

Hand slab ore from 9 feet to 18 feet, $8.25 per lineal yard, and 69¢ per ton.

Robbing work, 75¢ per ton.

Tonnage Rates: (Page 11.) Tonnage rates as appearing on Page 11 to remain the same, with the exception that strike out "20% to Head miner and 80% to remainder of crew" and add in lieu thereof: "To be proportionately divided according to each man's base pay".

Tonnage rates for Large Drag shall be three classifications as follows:

"A" Drags Per Ton		"B" Drags. Per Ton		"C" Drags Per Ton	
1 to 180	.365	1 to 160	.365	1 to 140	.365
181 to 210	.370	161 to 180	.370	141 to 160	.370
211 to 240	.375	181 to 200	.375	161 to 180	.375
241 to 270	.395	201 to 220	.395	181 to 200	.395
271 to 300	.410	221 to 240	.410	201 to 220	.410
301 to ...	.420	241 to ...	.420	221 to ...	.420

And $9.00 per yard.

Tonnage rates for Small Drags shall be three classifications, as follows:

"A" Drags		"B" Drags	
1 to 75 tons per day	.4725	1 to 65 tons per day	.4725
76 to 85 tons per day	.4785	66 to 75 tons per day	.4785
86 to 95 tons per day	.50	76 to 85 tons per day	.50
96 to 105 tons per day	.51	86 to 95 tons per day	.51
106 to 115 tons per day	.525	96 to 105 tons per day	.525
115 Plus tons per day	.53	105 Plus tons per day	.53

"C" Drags	
1 to 55 tons per day	.4725
56 to 85 tons per day	.4875
66 to 75 tons per day	.50
76 to 85 tons per day	.51
86 to 95 tons per day	.525
96 Plus tons	.53

Page 12. Strike out last three lines on Page 12, and add in lieu thereof, "To be proportionately divided according to each man's base pay."

Page 12. Tonnage Rates: Strike out $26.00 per lineal yard and add in lieu thereof, "$30.00 per lineal yard".

Also, strike out "30% to Head Miner, 20% to Shovel Operators, and 50% to remainder of crew, etc.," and add in lieu thereof: "To be proportionately divided according to each man's base pay".

Shovel Work.

8 feet high	$30.00
9 feet high	31.00

10 feet high	32.00
11 feet high	33.00
12 feet high	34.00
13 feet high	35.00
14 feet high	36.00

Section 14. Wage Advances or Reductions: Strike out Section 14 and add in lieu thereof the following: "It is agreed that in event any change in economic conditions or increase in the price of pig iron, then in that event the question of wage adjustments, tonnage, rates, yardage, and all other rates of pay set out in this Agreement shall be a subject for collective bargaining by and between the Company and the Union".

(a) There shall be a 15% increase in base rates, tonnage rates and yardage rates.

Section 15. Term of Agreement: This agreement shall continue in full force and effect until the 12th day of November, 1942, subject to the conditions and provisions herein contained.

Strike out Section 15 (a).

Strike out Section 15 (b).

(Signed) J. L. ROBINSON,
President,
E. A. WILDMAN,
Financial Secretary.

3853 SLOSS EXHIBIT No. 36.

December 30, 1940.

Mr. Van D. Jones, Exec. Board Member,
I. U. M. M. & S. W.,
Bessemer, Ala.

Dear Sir:

Correcting an error in the contract between Lipscomb Red Ore Local #103 of the I. U. M. M. & S. W. and Woodward Iron Company dated December 30th, 1940, the rate of the blacksmith shall be $0.805 instead of $0.705 as listed on the rate sheet.

WOODWARD IRON
COMPANY,
By J. E. URQUART,
General Superintendent.

Approved:
J. L. ROBINSON,
Pres. Local 103,
VAN D. JONES,
Board Member.

December 30th, 1940.

Mr. J. L. Robinson, President,
Lipscomb Red Ore Local No. 103,
I. U. M. M. & S. W.

Dear Sir:

During the term of the agreement between the Woodward Iron Company and the Lipscomb Red Ore Local No. 103 of the I. U. M. M. & S. W., dated December 30th, 1940, the Company agrees to maintain, adjacent to the

pay window, a booth which may be used by representatives of the Union on pay days only, for the sole purpose of collecting union dues.

WOODWARD IRON
COMPANY,
By J. E. URQUHART,
General Superintendent.

Agreement.

This Agreement, dated December 30th, 1940, is between the Woodward Iron Company, (hereinafter referred to as the "Company") and Lipscomb Red Ore Local #103 of the International Union of Mine, Mill and Smelter Workers, (hereinafter referred to as the "Union") on behalf of the employees employed by the Company in its ore mines located at Lipscomb, Jefferson County, Alabama.

Section 1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the employees and the Company, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

It is understood and agreed that this Agreement pertains only to employees employed in and around the ore mines of the Company located at Lipscomb, Jefferson County, Alabama.

The term, "employee", as used in this Agreement shall not include foremen, assistant foremen or supervisors in charge of any classes of labor who do not perform any regular work, or watchmen or patrolmen.

Section 2. Recognition: The Company hereby recognizes the Union as the exclusive representatives of all

employees of said Company in its red ore mines located at Lipscomb, Jefferson County, Alabama, who come under the jurisdiction of the Union, for the purpose of collective bargaining on all matters pertaining to wages, hours, and conditions of employment.

Section 3. Wages: It is agreed that the following rates of pay (copy is attached hereto) shall remain in effect during the term of this contract unless changed by agreement.

It is undedrstood that the third step, namely, arbitration of grievances, of Section 7, Adjustment of Grievances, shall not apply to this clause.

It is also understood and agreed that Section 8, Illegal Suspension of Work, is not applicable to this clause.

Pay Days. Effective January 1st, 1941, pay days shall be weekly.

Section 4. Hours of Work: Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day or for all overtime in excess of forty (40) hours in any one week.

No employee shall be paid both daily and weekly overtime for the same hours so worked.

Section 5. Vacations: Each employee who prior to May 1, 1941, was continuously in the service of the Company for three (3) years shall receive vacations in accordance with the following schedule:

3 years service and less than 5 years service to May 1, 1941	3 days
5 years service and less than 10 years service to May 1, 1941	6 days
10 years service and less than 15 years service to May 1, 1941	8 days
15 years service and over to May 1, 1941	10 days

The same vacation schedule will apply for the second year of this contract, except that the years of service shall be calculated to May 1st, 1942.

Vacations to begin in May. Such vacations to be taken in a single period. Those who are granted vacations will be paid on the average rate of earnings per hour for the two (2) pay periods immediately preceding their vacation. Total hours of vacation pay will be the average hours they worked per week during that period, but not less than forty (40) and not more than forty-eight (48) hours.

Section 6. Seniority: It is understood and agreed that in cases of promotion and increase or decrease of forces the following factors shall be considered, and where factor (a) and (b) are relatively equal, length of continuous service shall govern.

(a) Length of continuous service.

(b) Knowledge, training, ability, skill and efficiency.

Section 7. Adjustment of Grievances: Should differences arise between the Company and the Union or the employees employed by the Company as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise there shall

be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

First, between members of the Grievance Committee, designated by the Union and the Foreman and Superintendent of the Mines;

Second, between the representatives of the Union and the representatives of the Executives of the Company;

Third, By a board consisting of four members, two of whom shall be designated by the Union and two by the Company. Failing to agree, the matter shall then be appealed to an impartial umpire to be appointed by this board. Should the board be unable to agree, within five days, on the selection of an umpire, he shall be designated by the Director of Conciliation Service, U. S. Department of Labor. The umpire shall render a decision within five days after receipt of evidence. The umpire's decision shall be final. The expense and salary incident to the services of the umpire shall be paid jointly by the Company and the Union.

Pending the hearing of disputes, the employees represented by the Union shall not cease work because of any dispute; and a decision reached at any stage of the proceedings shall be binding on both parties hereto; and shall not be subject to reopening by either party except by mutual agreement.

Specified period shall be agreed upon between the Grievance Committee and the Superintendent of the Mines for the presentation of grievances hereunder. Provided, however, that matter pertaining to discharges or any other matters that cannot reasonably be delayed until such

time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee shall consist of not less than three employees and not more than six such employees, designated by the Union, who will be afforded such time off, without pay, as may be required:

First, to attend regularly scheduled committee meetings.

Second, to attend meetings pertaining to discharge or other matters which cannot be reasonably delayed until the time of the next regular meeting, and

Third, any member of the Grievance Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his foreman or his designated representatives.

The Superintendent is to be advised, in writing, by the Union of the names of the Grievance Committee, also of any changes that may be made in this committee.

Section 8. Illegal Suspension of Work: A strike or stoppage of work on the part of the employees represented by the Union shall be a violation of this Agreement, and there shall be no strike or cessation of work until and unless the matter of complaint shall have been submitted and determined by all the methods provided for in this Agreement for the adjustment of disputes.

Section 9. Management: The management of the mines and the direction of the working forces, including the right

to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for the purpose of discrimination against any member of the Union.

Section 10. Discharge Cases: In the event an employee shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with such discharge shall constitute a case arising under the methods of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement that an injustice has been dealt the employee, with regard to discharge, the Company shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up within five (5) days from the date of discharge and disposed of as promptly as possible.

Section 11. Safety and Health: The Company shall continue to make reasonable provisions for the safety and health of its employees at the mines during the hours of their employment. Protective devices, wearing apparel and other equipments necessary to properly protect employees from injury shall be provided by the Company in accordance with the practices now prevailing in the mines.

Section 12. (a) Any place or heading drilling, shooting and loading ore double shift shall require a head miner for each shift.

(b) On the side slope where drilling, shooting and loading is done on one shift and loading only on the

second shift; it is agreed that a shift leader shall be appointed for the shift on which the head miner is not working. For acting as shift leader this man shall be paid eighty (80) cents per shift above his base pay.

(c) The usual amount of slate is to be handled one way by the miners without extra pay. It is understood that in case of re-handling, this slate is to be paid for at the rate of sixty-nine (69) cents per car. It is also understood that should conditions arise resulting in an unusual amount of slate, it is then to be paid for at the rate of sixty-nine (69) cents per car. All the above is in accordance with the practice now prevailing.

Section 13. Individual Wage Rates: Where alleged inequalities in wage rates prevail, the matter may be taken up for adjustment with Superintendent of the Mines, and settlement made on a mutually satisfactory basis.

Section 14. Holidays: The following days shall be considered holidays, during which days there shall be no regular production work; however, it is understood that regular maintenance work will be carried on:

July 4th
Labor Day
Thanksgiving Day
Christmas

If for any reason work other than regular maintenance work is performed on these days, it shall be paid for at the rate of time and one-half.

Section 15. Any employee who enters the service of the United States under the provisions of the "Selective Training Service Act of 1940", and who satisfactorily com-

pletes his period of training or service thereunder, or who in the event of war, enters the service of the United States as a volunteer or by draft shall, upon honorable discharge from such service, be restored to his former position with the Company or to a position of like seniority and status, provided such employee makes application to the Company within forty days after he is discharged from such service, and is still physically and otherwise qualified to perform the duties of such position, and provided further that the Company's circumstances have not so changed as to make his restoration to such position impossible or unreasonable.

Section 15. Term of Agreement: This Agreement shall continue in full force and effect until the 30th day of December, 1942.

VAN D. JONES,
J. L. ROBINSON,
Pres. Local 103,
WILL COLVIN,
Vice Pres.,
JOHN CRUMPTON,
Committee,
CARL VANDERBURG,
Committee,
JEWETT WARREN,
Committee,
WILL RENCHER,
Committee,
JOHN W. WHITE,
Committee.

(Signed) H. A. BERG,
Pres., Woodward Iron Co.

Red Ore Mines.

Hourly Rates.

Occupation	Hourly Rate	Amount per Shift	Hours per Shift
Rockmen	$0.755	$6.04	8
Rockman Helper	.595	4.76	8
Timberman	.755	6.04	8
Timberman Helper	.595	4.76	8
Company Drag Engineer	.755	6.04	8
Company Drillman	.685	5.48	8
Company Drillman Helper	.605	4.84	8
Pipeman	.655	5.24	8
Car Repairer	.72	5.76	8
Car Repairer Helper	.605	4.84	8
Chainer	.625	5.00	8
Greaserman	.605	4.84	8
Hoist Engineer—1st class	.77	6.16	8
Hoist Engineer—2nd class	.685	5.48	8
Latch Boy	.605	4.84	8
Motorman	.755	6.04	8
Motorman—Tunnel and 10 Right	.775	6.20	8
Rollerman	.645	5.16	8
Rollerman Helper	.605	4.84	8
Stableman Helper	.635	5.08	8
Trip Rider	625	5.00	8
Trackman	.755	6.04	8
Trackman Helper	.595	4.76	8
Manway Hoist Engineer	.70	5.60	8
Truck Driver	.55	4.40	8
Teamster	.505	4.04	8
Railroad Car Loader	.535	4.28	8
Skip Loader	.675	5.40	8
Skip Loader Helper	.605	4.84	8
Tippleman	.63	5.04	8
Weighman	.72	5.76	8

Occupation	Hourly Rate	Amount per Shift	Hours per Shift
Hoist Engineer—outside	.815	6.52	8
Hoist Engineer—relief	.54	4.32	8
Crusherman	.56	4.48	8
Pumper	.675	5.40	8
Blacksmith—2nd class	.705	5.64	8
Blacksmith Helper	.605	4.84	8
Carpenter	.695	5.56	8
Drill Steel Sharpener	.805	6.44	8
Drill Steel Sharpener Helper	.72	5.76	8
Electrical Repairman	.845	6.76	8
Shop Machinist	.85	6.80	8
Machinist—outside	.845	6.76	8
Machinist—inside	.845	6.76	8
Laborer	.45	3.60	8
Haulage Laborer	.605	4.84	8
Drill Repairman	.795	6.36	8
Sanitary & Garbage Wagon Driver	.505	4.04	8
Fireman	.605	4.84	8
Compressor Engineer	.695	5.56	8
Rock-wall Builder	.685	5.48	8

Red Ore Mines.

Tonnage Rates.

Large Drags.

Tonnage Rates Based On:	Rate Per Ton
1 to 180 tons per day	.365
181 to 210 tons per day	.370
211 to 240 tons per day	.375
241 to 270 tons per day	.395
271 to 300 tons per day	.410
301 tons plus per day	.420

Basic Hourly and Shift Rates:	Hour	Shift
Head Miner	.875	$7.00
Drag Foreman	.74	5.92
Engineer	.685	5.48
Motorman	.685	5.48
Drillman	.705	5.64
Drillman Helper	.565	4.52
Mucker	.60	4.80

Note: Regular tonnage and yardage rates will govern gross earnings. After deductions for total labor, explosives and supplies cost, etc., the remaining amount will be divided as follows:

20% to Head Miner.

80% to remainder of crew, split proportionately to each man's base pay.

Red Ore Mines.

Tonnage Rates.

Small Drags.

Tonnage Rates Based On:	Rate Per Ton
1 to 75 tons per day	.4725
76 to 85 tons per day	.4875
86 to 95 tons per day	.50
96 to 105 tons per day	.51
108 to 115 tons per day	.525
116 plus tons per day	.53

Basic Hourly and Shift Rates:	Hour	Shift
Head Miner	.875	7.00
Foreman	.74	5.92
Engineer	.685	5.48
Motorman	.685	5.48
Drillman	.705	5.64
Drillman Helper	.565	4.52
Mucker	.60	4.80

Note: Regular tonnage and yardage rates will govern gross earnings. After deductions for total labor, explosives and supplies cost, etc., the remaining amount will be divided as follows:

20% to Head Miner
8% to remainder of crew, split proportionately to each man's base pay.

Red Ore Mines.

Tonnage Rates.

9-foot Development Headings—Shovel Loaded.

Occupation	Rates Hour	Rates Shift	Details of mining yardage 9 feet wide by thickness of seam—ore belonging to Company.
Head Miner	.875	7.00	
Drillman	.705	5.64	Mining yardage—$26.00 per lineal yard.
Drillman Helper	.585	4.68	
Motorman	.705	5.64	
Shovel Operator	.705	5.64	

Note: Regular yardage rates will govern gross earnings. After deductions for total labor, explosives, supplies, etc., the remaining amount will be divided as follows:

30% to Head Miner
20% to Shovel Operator
50% to remainder of crew, split proportionately to each man's base pay.

9-foot Development Headings—Hand Loaded.

Occupation	Rates Hour	Shift	Details of mining yardage 9 feet wide by thickness of seam—ore belonging to Company.
Head Miner	.875	7.00	8 ft. high—$33.25 per lin. yd.
			9 ft. high— 34.25 per lin. yd.
Drillman	.705	5.64	10 ft. high— 35.25 per lin. yd.
			11 ft. high— 36.25 per lin. yd.
Drillman Helper	.585	4.68	12 ft. high— 37.25 per lin. yd.
			13 ft. high— 38.25 per lin. yd.
Motorman	.705	5.64	14 ft. high— 39.25 per lin. yd.
Mucker	.60	4.80	

Note: Regular yardage rates will govern gross earnings. After deductions for total labor, explosives and supplies cost, etc., the remaining amount will be divided as follows:

20% to Head Miner.

80% to remainder of crew, split proportionately to each man's base wage rate.

Red Ore Mines.

Hand Mined Tonnage and Yardage Rates.

Description	Rate
Wide heading ore (over 18' in width)	.72 per ton
Hand slab ore	.72 per ton
Stope neck ore	.72 per ton
Robbing ore	.72 per ton

Basic Hourly and Shift Rates.

	Hour	Shift
Head Miner	.875	7.00
Motorman	.705	5.64
Drillman	.705	5.64
Drillman Helper	.585	4.68
Mucker	.60	4.80

Note: The regular tonnage and yardage rates will govern gross earnings. After deductions for total explosives and supplies cost, etc., the remaining amount will be split as follows:

20% to Head Miner.
80% to remainder of crew, split proportionately to each man's base pay.

Yardage Rates.

Narrow Headings—9 ft. wide by thickness of seam, ore belonging to Company.

8 ft. high	$33.25 per lineal yd.
9 ft. high	34.25 per lineal yd.
10 ft. high	35.25 per lineal yd.
11 ft. high	36.25 per lineal yd.
12 ft. high	37.25 per lineal yd.
13 ft. high	38.25 per lineal yd.
14 ft. high	39.25 per lineal yd.

Miscellaneous Yardage—ore belonging to miners.

Short headings (under 10 ft. in width)	$16.50 per lineal yd.	
Stope necks	16.50 per lineal yd.	
12 ft. wide (drag) stopes	9.00 per lineal yd.	
Taking up bottom (drilling, shooting and loading or gobbing rock)	2.56 per cu. yd.	Measured in solid
Driving in solid rock (drilling, shooting and loading or gobbing rock)	4.52 per cu. yd.	Measured in solid
Loading slate	.69 per car	

Chaining Rates.

Rate per ton ..... .0128 per ton

	Hour	Shift
Head Chainer	.875	7.00
Chainer Laborer	.575	4.60

Note: The regular tonnage rate will govern gross earnings. After deductions for fixed labor cost the balance will be divided as follows:

59% to head chainer.
41% to chainer labor to be split equally.

3866 T. C. I. EXHIBIT No. 23.

No. 4 Mine.

Heading: 3-L-#2. Shift: Day. Date: December 14, 1940.

Badge	Name—Occupation	Arrived	Left	Total Time—Less Lunch Period
243	Jim Simmons, Head Miner ...	6:15	3:12	8:27
17	Rich Moss, Drill Runner	7:00	3:12	7:42
489	Bill Didiway, Drill Runner ..	6:55	3:12	7:47
1084	Cleo Jones, Drag Operator ..	6:40	3:02	7:52
261	Cleve Mallett, Section Helper	6:55	3:06	7:49
441	Mose Hayes, Section Helper ..	6:55	3:12	7:55
541	John Croom, Section Helper	6:55	3:06	7:49
592	Fred Olvey, Hoist Engineer ..	6:31	3:02	8:01

Timed by:
WILSON GOODWIN,
Mine Foreman.

TCI EXHIBIT No. 24.

Tennessee Coal, Iron & Railroad Company.

Ore Mines and Quarries.

Statement Showing Iron Ore Tonnage Deficiency During May and June 1941.
Based upon Average Tons Per Turn for January, February, March and April 1941.

May 1941.

Mine Number	(*) Standard Tons Per Turn	Turns Operated May 1941	Standard Tonnage May 1941	Actual Tonnage May 1941	Plus or Minus Tonnage Deficiency May 1941	Percent Deficiency Plus or Minus
4	1,390	44	61,160	56,376	Minus 4,784	Minus 7.82
6	2,066	45	92,970	86,202	Minus 6,768	Minus 7.28
7	838	45	37,710	34,225	Minus 3,485	Minus 9.24
8	707	45	31,815	31,027	Minus 788	Minus 2.48
9	1,058	45	47,610	40,762	Minus 6,848	Minus 14.38
10	787	45	35,415	31,104	Minus 4,311	Minus 12.17
11	1,096	45	49,32[illegible]	44,206	Minus 5,114	Minus 10.37
13	1,238	45	55,710	51,907	Minus 3,803	Minus 6.83
Total		359	411,710	375,809	Minus 35,901	Minus 8.72

3954

June 1941.

Mine Number	(*) Standard Tons Per Turn	Turns Operated May 1941	Standard Tonnage May 1941	Actual Tonnage May 1941	Plus or Minus Tonnage Deficiency May 1941	Percent Deficiency Plus or Minus
4	1,390	42	58,380	51,881	Minus 6,499	Minus 11.13
6	2,066	42	86,772	78,698	Minus 8,074	Minus 9.30
7	838	42	35,196	29,915	Minus 5,281	Minus 15.00
8	707	42	29,694	31,834	Plus 2,140	Plus 7.21
9	1,058	42	44,436	37,454	Minus 6,982	Minus 15.71
10	787	42	33,054	30,579	Minus 2,475	Minus 7.49
11	1,096	42	46,032	38,743	Minus 7,289	Minus 15.83
13	1,238	42	51,996	47,381	Minus 4,615	Minus 8.88
Total		336	385,560	346,485	Minus 39,075	Minus 10.13
May & June 1941		695	797,270	722,294	Minus 74,976	Minus 9.40

(*) Standard Tons Per Turn based upon January, February, March and April, 1941.

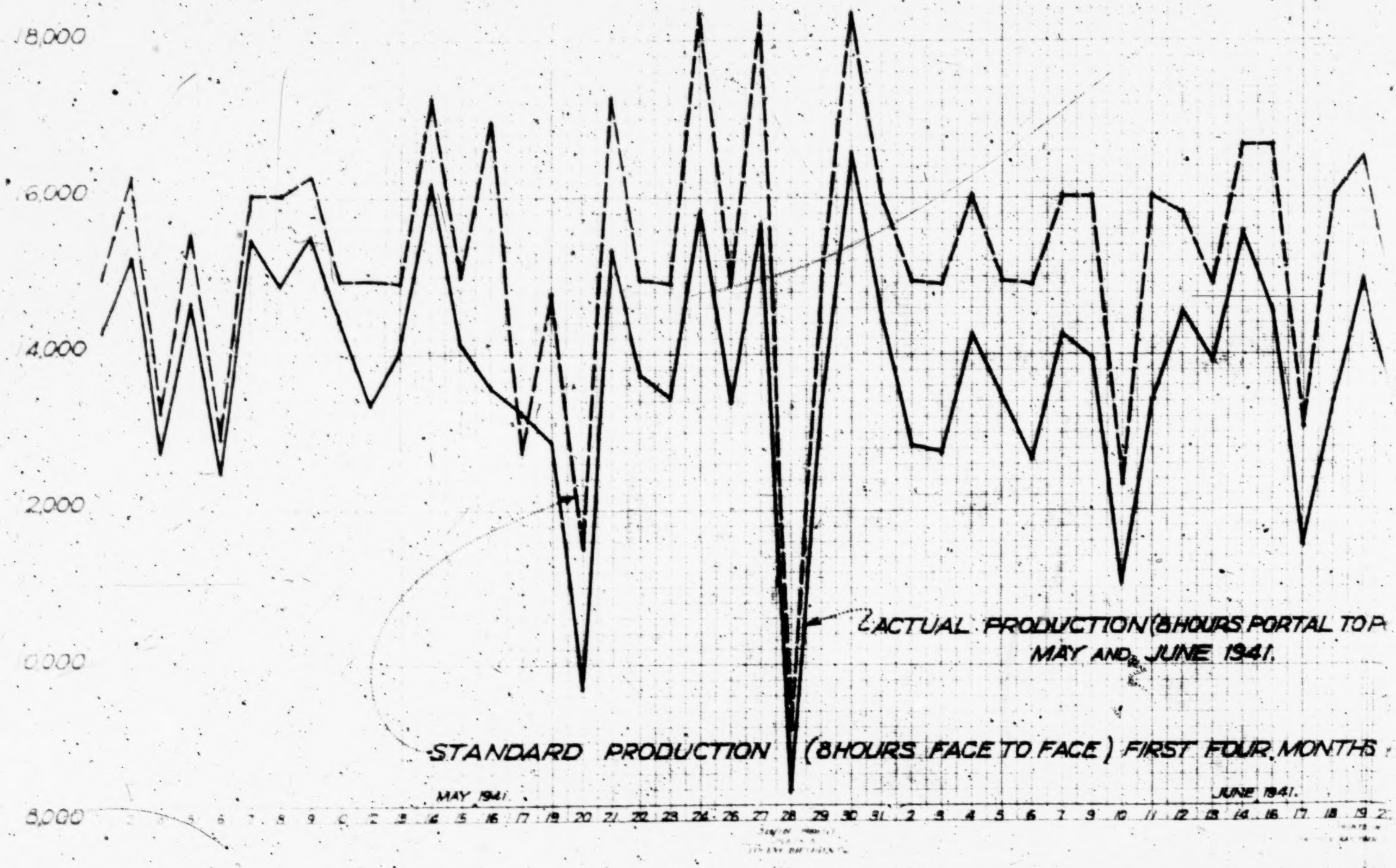
W. W. Skewes—wow

7/2/41.

TENNESSEE COAL, IRON AND RAILROAD COMPANY
ORE MINES AND QUARRIES

STATEMENT SHOWING IRON ORE TONNAGE DEFICIENCY DU
MAY AND JUNE, 1941. BASED UPON AVERAGE TONS PER T
FOR JANUARY, FEBRUARY, MARCH AND APRIL, 1941.

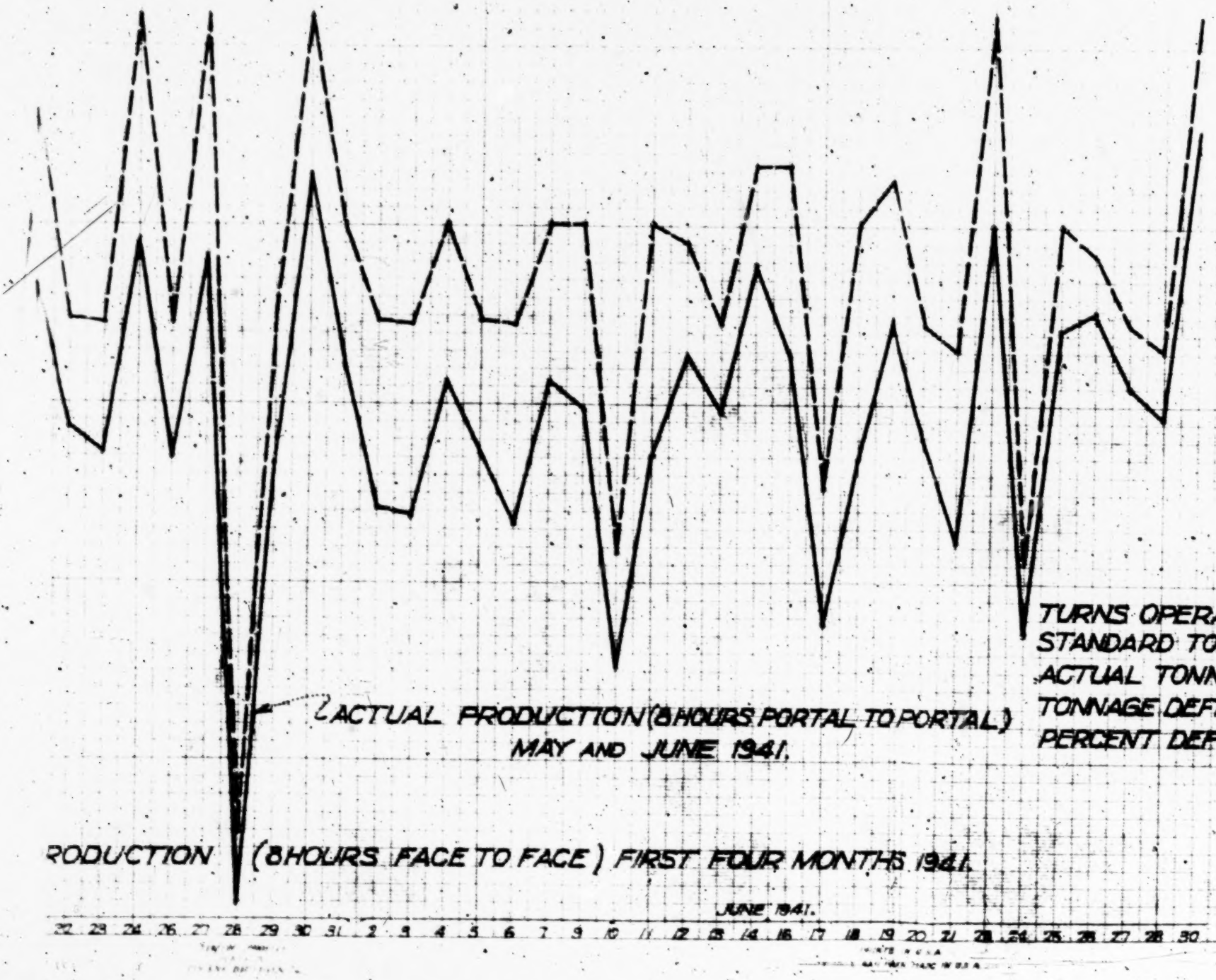
ALL IRON ORE MINES



TENNESSEE COAL, IRON AND RAILROAD COMPANY
ORE MINES AND QUARRIES

TEMENT SHOWING IRON ORE TONNAGE DEFICIENCY DURING Y AND JUNE, 1941. BASED UPON AVERAGE TONS PER TURN FOR JANUARY, FEBRUARY, MARCH AND APRIL, 1941.

ALL IRON ORE MINES



	MAY	JUNE	TOTAL
TURNS OPERATED	359	336	695
STANDARD TONNAGE	411,710	385,560	797,270
ACTUAL TONNAGE	375,809	346,485	722,294
TONNAGE DEFICIENCY	-35,901	-39,075	-74,976
PERCENT DEFICIENCY	-8.72	-10.13	-9.40

3869 T. C. I. EXHIBIT No. 26.

Description of Incentive Plan.

Tennessee Coal, Iron and Railroad Company.

Iron Ore Mines and Quarries.

Statement of Present General Conditions Necessitating Change in Method of Payment for Mining Red Ore and Limestone from Hourly Rate to Incentive Basis.

During the past five years of bad business and low production the Tennessee Company has taken care of men on the payroll by sharing the work reasonably among its Employees in the Ore Mines. This caused high labor costs for ore so produced and placed the Tennessee Company at a disadvantage in competing for business, so that the Company has operated at a loss during these years. In the opinion of the Management the time has now arrived to review this condition. Special studies have been made which show that by the application of a proper incentive plan of wage payment the difference between our competitors and ourselves in the market can be changed to our advantage. To insure success of a plan of this sort, entire cooperation between the Employees and the Management is essential.

Present Conditions:

A survey made by our Mining and Industrial Engineers disclosed the fact that there are many waiting periods during the average turn. The men are unable to work because of delay due to idleness over which they have no control, such as, waiting for trams, waiting for powder, and other items of which all miners have correct knowledge. The Management undertakes

to eliminate so far as they are concerned such delays and waiting periods to a minimum. This will add to the productive time of the men working the sections and will enable them to produce more tons of ore per turn than under existing conditions.

Increased Production:

The increased production that will result when such delays are reduced will give a lower cost per ton produced. In fairness to the Employees the Company feels that such saving in cost should be in part passed on to the Employees, as well as in part to the Company's customers. To accomplish this the following incentive plan has been set up for section crews.

Incentive Plan of Payment for Section Crews.

Standard of Production:

Careful studies have been made to establish a base of production and a standard has been set at a fair day's work on the present basis of hourly rate payment. For all tonnage produced above eighty per cent of this standard a bonus will be paid each man in proportion to his occupational rate. It is expected that a section crew will be able to earn a consistent average of twenty-five to thirty per cent over their present occupational rates without undue exertion, but by intelligent application of the time available for mining ore.

Guarantee of Occupational Rates Over Each Payroll Period:

In order that there shall be no chance of a member of a section crew receiving less than his present occupational rate, *when his failure to do so is due to circumstances beyond his control*, the Management guarantees over each payroll period the present occupational rates

for the turns worked of all members of the section crews. That is, if the earnings under the incentive plan during any payroll period fail to amount to as much as an employee would have received under his present occupational rate, the Company will pay him his occupational rate for that pay period regardless of his production.

Increased Orders:

The Tennessee Company is an integral part of the United States Steel Corporation and many of the orders filled in this district by this Company are sent here by that Corporation. The placing of these orders with this Company is based strictly on the cost of delivered product. Therefore, if we are able by intelligent work to reduce our unit cost, it is reasonable to expect that more of such orders will be placed with this Company.

In addition to the orders received through the Corporation, the Tennessee Company procures orders through their own sales organization in competition with other steel producers. If we are to get our proper share of these orders it is necessary that we have costs at least as low as those of our competitors. The incentive plan will assist in this.

It is believed that our employees are not only willing but also anxious to do everything in their power to assist in bringing about this much desired condition.

Earnings under the Incentive Plan:

The following statements A-1, A-2, A-3, and A-4 show the present, standard, and expected earnings of the section crews at the various mines under the incentive plan. All production standards are based on gross tons of 2240 pounds each.

Section Crews:

Head Miners will choose their buddy and crew from employees on the Company's Payroll, subject to approval of the General Superintendent and Superintendent. Standard crew shall consist of 1 Head Miner, 2 Drillers, 1 Drag Operator and required number of Helpers. Change in standard crew may be made with the approval of the Mine Foreman.

In order to insure flexibility in operation, the occupation of Drill Helper now paid 47 cents an hour, has been changed to Section Helper at 50 cents per hour. The occupation of Mucker has been changed to Section Helper at 50 cents per hour.

Working Conditions:

Sections will be assigned by the Mine Foreman or his assistant to two Head Miners working as buddies on alternate shifts.

Levels and stopes will be inspected before being assigned to Head Miner who will thereafter while working his section be responsible for maintaining section in a safe and proper working condition. Abnormal or improper conditions shall be reported immediately to Mine Foreman or Assistant by Head Miner.

Slate or Sandstone:

All slate and stone up to 12" thickness and normal falls to be handled by the Head Miner and crew, such work to be considered part of mining covered by Incentive rate. Slate and stone in excess of 12" thickness and abnormal or heavy falls to be handled at the Company's expense. Section crew shall do this work where possible and be paid at regular occupational rates.

Records:

Head Miner shall attach tag to loaded cars. He shall make such reports as may be requested by the Management in connection with the operation of his section.

Weights:

All railroad cars shall be weighed on Wenonah Scales—payment shall be made on basis of average gross tons weight of load per tram for previous month.

Explosives:

Head Miner shall furnish explosives. These are to be bought from the Company and charged against Head Miner's account. The following allowances shall be credited to Head Miners for explosives:

No. 13 Mine	9	cents per ton
No. 7, 8, 9, and 11 Mines	9½	cents per ton
No. 6 Mine	10	cents per ton
No. 5 Mine	12	cents per ton

Settlement shall be made at the close of each day period. The above allowances for explosives are based on the prevailing prices as of April 1, 1936. In the event of any change in purchase price, the explosive allowances will be adjusted accordingly.

Head Miners shall be credited with 50% of any saving made and balance shall be divided equally among the Drill Runners in his crew. If only one Driller Runner is working in the crew, Head Miner shall receive 70% and Drill Runner 30% of any savings made.

Method of Figuring Production & Earnings:

At the end of each day period the production of the two Head Miners and their crews working a section will

be added together to obtain total production for the working place. In the event of this production exceeding the standard, each member of the crews will be paid additional earnings in proportion to his occupational rate. Production record and earnings statement (A-5) will be posted daily for information of Head Miners and crews. No changes shall be made in rates or allowances without approval of the General Superintendent.

Store Checks and Cash Advances:

Head Miners and crews may draw store checks and obtain cash advances in accordance with present regulations, based upon their occupational rates.

Work to be done by Head Miner and Crew:

Drilling, Blasting, Loading and Tramming.

Duties:

Head Miner: Under supervision of Mine Foreman and Assistant, is responsible for Section Crew and for loading in trams clean ore that is free from slate, sandstone and other foreign matter.

Mining his section in accordance with Engineer's layout, and *care* and efficient operation of all equipment in his section. Checking his crew in and out of mine.

Inspection of working place at beginning of shifts, and making gas inspection as instructed.

Direction of hanging of flexible tubing.

Direction of quarrying of working places.

Layout of drilling.

Setting all necessary temporary timbers.

Direction of operation of mechanical loader.

Calling for and advising timber crew as to placing permanent timbers. Replacing timbers knocked out, to satisfaction of Mine Foreman or Assistant.

Abstracting time of his crew.

Estimating and requisitioning explosives, and supervising blasting.

Reporting to Mine Foreman or Assistant, progress of work and delays, ore loaded, drilling done, explosives used, accidents, timbers placed and general condition of section at end of turn.

Moving trams between loading ramp and side track. Where ore is trammed directly to main or auxiliary slope. Head Miner shall deliver loads to and empties from dumping point. Head Miner is also responsible for mules.

Drag Operator: Under supervision of Head Miner.

Is responsible for lubrication and operating efficiency of mechanical loader.

Assists in hanging flexible tubing.

Moves mechanical loader to operating position as directed by Head Miner.

Operates Mechanical loader and signals spotting of trams under loading ramp.

At end of turn moves mechanical loader and flexible tubing out of way of blasting.

Performs such other duties as may be assigned him by Head Miner.

Drill Runner: Under supervision of Head Miner:

Is responsible for lubrication and operation of drills.

Quarries working places making it safe from loose rock.

Assists Head Miner in checking Engineer's layout (run lines).

Extends air and water lines to drill and sets up and drills holes as directed by Head Miner.

At end of turn takes down drill and accessories and places out of way of blasting.

Makes up exploder, loads and tamps holes and blasts at end of shift in accordance with standard drilling and blasting practice, and at beginning of each shift inspects working place for failed holes and reports to Head Miner before setting up drill.

Performs such other duties as may be assigned him by Head Miner.

Helpers: Under supervision of Head Miner, Drill Runner and Drag Operator:

Helps drill Runner and Drag Operator move equipment to working places and set up.

Helps quarrying to make working places safe.

Drills holes for and sets hanger skidding blocks. Changes skidder blocks during turn. Signals Drag Operator for placing scraper.

Keeps slate or sand out of trams.

Breaks large pieces of rock.

Helps moving trams between loading ramp and side track.

Helps take down equipment at end of turn and places out of way of blasting.

Helps drill runner oil and change steel.

Fetches explosives from magazine on order of Head Miner.

Helps load and Blast holes.

Takes drill steel to collecting point for resharpening.

Performs such other duties as may be assigned him.

Work to be Done and Equipment Provided and Installations Made by Company:

Company shall:

Install, maintain and advance telephone to a point convenient to each section.

Deliver empty trams to, and draw loads from, side tracks. Where ore is trammed directly to main or auxiliary haulage slope, Head Miner will deliver loads to, and tram empties from dumping point. Head Miner will also be responsible for mules.

Supply drills and accessories including hose and bits.

Supply all equipment for loading and handling trams.

Supply flexible tubing (hanging to be done by Head Miner and crew).

Supply and advance auxiliary blowers.

Supply pump, air and discharge lines when necessary. Setting up and operation to be done by Head Miner and Crew.

Place loading ramps and move as necessary.

Lay permanent tracks.

Do all timbering (Head Miner to set temporary timbers).

Do all wiring for fans, telephones, lights, trolleys, hoists, and mechanical loaders.

Lay permanent piping; Air and water lines to be laid in working level and convenient locations. Extension into stopes and levels to be done by Head Miner and crew.

Supply auxiliary hoist for pulling trams to side track. Head Miner and crew to move and operate hoist as necessary.

Definitions.

Standard of Production:

A fair day's work: This is the daily production of an average section crew working at the average rate of skilled miners with average allowances for personal necessities, fatigue, and general mining delays and conditions.

Expected Earnings: Average Crew:

Twenty percent in excess of present occupational rates, or 20 cents added to each dollar now earned, on hourly rate basis.

Possible Earnings: Under Best Conditions:

Thirty-five per cent in excess of present occupational rates or 35 cents added to each dollar now earned on hourly rate basis.

May, 1936.

3878 (A-1.)

Tennessee Coal, Iron and Railroad Company.

Ore Mine and Quarries.

Earnings Per Turn—For Mine No. 8.

Crew No. Men	Production Trams	Production Tons	Head Miner No.	Head Miner Amount	Drill Runner No.	Drill Runner Amount	Drag Operator No.	Drag Operator Amount	Helpers No.	Helpers Amount
7	23	115	1	5.12	2	4.56	1	4.56	3	4.00
7	29	145	1	5.66	2	5.04	1	5.04	3	4.42
7	35	175	1	6.19	2	5.51	1	5.51	3	4.83
7	41	205	1	6.72	2	5.99	1	5.99	3	5.25
7	47	235	1	7.26	2	6.46	1	6.46	3	5.67
7	53	265	1	7.78	2	6.93	1	6.93	3	6.08
6	23	115	1	5.46	2	4.86	1	4.86	2	4.27
6	29	145	1	6.08	2	5.42	1	5.42	2	4.75
6	35	175	1	6.71	2	5.97	1	5.97	2	5.24
6	41	205	1	7.33	2	6.53	1	6.53	2	5.73
6	47	235	1	7.96	2	7.09	1	7.09	2	6.22
6	53	265	1	8.55	2	7.62	1	7.62	2	6.68
8	23	115	1	5.12	2	4.56	1	4.56	4	4.00
8	29	145	1	5.33	2	4.75	1	4.75	4	4.16

Crew No. Men	Production Trams	Tons	Head Miner No.	Amount	Drill Runner No.	Amount	Drag Operator No.	Amount	Helpers No.	Amount
8	35	175	1	5.80	2	5.17	1	5.17	4	4.54
8	41	205	1	6.25	2	5.56	1	5.56	4	4.88
8	47	235	1	6.73	2	6.00	1	6.00	4	5.26
8	53	265	1	7.22	2	6.43	1	6.43	4	5.64

Note: The above earnings are based on trams averaging five tons. Actual earnings will vary according to previous months average tram weights.

3878 (A-2.)

Tennessee Coal, Iron and Railroad Company.

Ore Mines and Quarries.

Earnings Per Turn—Mines Nos. 4-6-7-9-11.

Crew No. Men	Production Trams	Tons	Head Miner No.	Amount	Drill Runner No.	Amount	Drag Operator No.	Amount	Helpers No.	Amount
7	24	120	1	5.12	2	4.56	1	4.56	3	4.00
7	30	150	1	5.63	2	5.02	1	5.02	3	4.40
7	36	180	1	6.15	2	5.48	1	5.48	3	4.80
7	42	210	1	6.65	2	5.94	1	5.94	3	5.20
7	48	240	1	7.17	2	6.40	1	6.40	3	5.60
7	54	270	1	7.68	2	6.84	1	6.84	3	6.00
6	24	120	1	5.45	2	4.86	1	4.86	2	4.26
6	30	150	1	6.05	2	5.39	1	5.39	2	4.73
6	36	180	1	6.65	2	5.92	1	5.92	2	5.19
6	42	210	1	7.26	2	6.47	1	6.47	2	5.67
6	48	240	1	7.83	2	6.98	1	6.98	2	6.12
6	54	270	1	8.44	2	7.51	1	7.51	2	6.59
8	24	120	1	5.12	2	4.56	1	4.56	4	4.00
8	30	150	1	5.31	2	4.74	1	4.74	4	4.16

Crew No. Men	Production Trams	Production Tons	Head Miner No.	Head Miner Amount	Drill Runner No.	Drill Runner Amount	Drag Operator No.	Drag Operator Amount	Helpers No.	Helpers Amount
8	36	180	1	5.76	2	5.13	1	5.13	4	4.50
8	42	210	1	6.21	2	5.52	1	5.52	4	4.84
8	48	240	1	6.66	2	5.93	1	5.93	4	5.20
8	54	270	1	7.10	2	6.33	1	6.33	4	5.55

Note: The above earnings are based on trams averaging five tons. Actual earnings will vary according to previous months average tram weights.

3879 (A-3.)

Tennessee Coal, Iron and Railroad Company.

Ore Mines and Quarries.

Earnings Per Turn—Mines Nos. 13 and 5.

Crew No. Men	Production Trams	Production Tons	Head Miner No.	Head Miner Amount	Drill Runner No.	Drill Runner Amount	Drag Operator No.	Drag Operator Amount	Helpers No.	Helpers Amount
7	25	125	1	5.12	2	4.56	1	4.56	3	4.00
7	31	155	1	5.61	2	5.00	1	5.00	3	4.38
7	37	185	1	6.10	2	5.44	1	5.44	3	4.77
7	43	215	1	6.59	2	5.87	1	5.87	3	5.15
7	49	245	1	7.09	2	6.31	1	6.31	3	5.54
7	56	280	1	7.66	2	6.82	1	6.82	3	5.98
6	25	125	1	5.46	2	4.87	1	4.87	2	4.27
6	31	155	1	6.04	2	5.38	1	5.38	2	4.72
6	37	185	1	6.70	2	5.89	1	5.89	2	5.16
6	43	215	1	7.18	2	6.40	1	6.40	2	5.61
6	49	245	1	7.75	2	6.90	1	6.90	2	6.06
6	56	280	1	8.42	2	7.50	1	7.50	2	6.58
8	25	125	1	5.12	2	4.56	1	4.56	4	4.00
8	31	155	1	5.29	2	4.72	1	4.72	4	4.14

Crew No. Men	Production Trams	Tons	Head Miner No.	Head Miner Amount	Drill Runner No.	Drill Runner Amount	Drag Operator No.	Drag Operator Amount	Helpers No.	Helpers Amount
8	37.	185	1	5.72	2	5.10	1	5.10	4	4.47
8	43	215	1	6.15	2	5.48	1	5.48	4	4.81
8	49	245.	1	6.59	2	5.87	1	5.87	4	5.15
8	56	280	1	7.09	2	6.21	1	6.21	4	5.54

Note: The above earnings are based on trams averaging five tons. Actual earnings will vary according to previous months average tram weights.

3880 (A-4.)

Tennessee Coal, Iron and Railroad Company.

Ore Mines and Quarries.

Earnings Per Turn—Mines No. 6-7-8-9-11-13.

Narrow Work—12 Feet or Less.

Five Man Crew.

Crew No. Men	Production Trams	Tons	Head Miner No.	Head Miner Amount	Drill Runner No.	Drill Runner Amount	Drag Operator No.	Drag Operator Amount	Helpers No.	Helpers Amount
5	8	40	1	5.12	1	4.56	1	4.56	2	4.00
5	10	50	1	5.63	1	5.02	1	5.02	2	4.40
5	12	60	1	6.14	1	5.47	1	5.47	2	4.80
5	14	70	1	6.66	1	5.93	1	5.93	2	5.20
5	16	80	1	7.17	1	6.38	1	6.38	2	5.60
5	18	90	1	7.68	1	6.84	1	6.84	2	6.00

Four Man Crew.

4	8	40	1	5.63	1	5.02	1	5.02	1	4.40
4	10	50	1	6.25	1	5.57	1	5.57	1	4.88
4	12	60	1	6.90	1	6.15	1	6.15	1	5.40

Crew No.	Production		Head Miner		Drill Runner		Drag Operator		Helpers	
Men	Trams	Tons	No.	Amount	No.	Amount	No.	Amount	No.	Amount
4	14	70	1	7.52	1	6.70	1	6.70	1	5.88
4	16	80	1	8.19	1	7.30	1	7.30	1	6.40
4	18	90	1	8.85	1	7.88	1	7.88	1	6.92

Note: The above earnings are based on tramloads averaging five tons. Actual earnings will vary according to previous months average tram weights.

Explosives:

On narrow work the following allowances will be credited for explosives:

No. 6 Mines	—13 cents per ton
No. 7, 8, 9, 11 & 13 Mines	—14 cents per ton

Head Miner will be credited with 70% and Drill Runner with 30% of savings on explosives.

See note under "Explosives" for price changes and other general conditions.

3881 (A-5.).

Production Record and Earnings Statement.

Daily Production Record—Section ..... Mine No. .....

Date	4/11		4/12		4/13		4/14		4/15		4/16	
Turn	N	D	N	D	N	D	N	D	N	D	N	D
Tons	*120	150	125	100	150	100	150	180	200	250	200	200
Average	120	135	132	124	129	124	128	134	142	153	157	160
No. In Crew	7	7	6	7	7	7	8	7	7	7	7	7

Table for Calculating Earnings.

Crew No. Men	Production Trams	Tons	Head Miner No.	Amount	Drill Runner No.	Amount	Drag Operator No.	Amount	Helpers No.	Amount
7	*24*	*120*	*1*	*5.12*	*2*	*4.56*	*1*	*4.56*	*3*	*4.00*
7	30	150	1	5.63	2	5.02	1	5.02	3	4.40
7	36	180	1	6.15	2	5.48	1	5.48	3	4.80
7	42	210	1	6.65	2	5.94	1	5.94	3	5.20
7	48	240	1	7.17	2	6.40	1	6.40	3	5.60
7	54	270	1	7.68	2	6.84	1	6.84	3	6.00
6	*24*	*120*	*1*	*5.45*	*2*	*4.86*	*1*	*4.86*	*2*	*4.26*
6	30	150	1	6.05	2	5.39	1	5.39	2	4.73
6	36	180	1	6.65	2	5.92	1	5.92	2	5.19
6	42	210	1	7.26	2	6.47	1	6.47	2	5.67
6	48	240	1	7.83	2	6.98	1	6.98	2	6.12
6	54	270	1	8.44	2	7.51	1	7.51	2	6.59
8	*24*	*120*	*1*	*5.12*	*2*	*4.56*	*1*	*4.56*	*4*	*4.00*
8	30	150	1	5.31	2	4.74	1	4.74	4	4.16
8	36	180	1	5.76	2	5.13	1	5.13	4	4.50
8	42	210	1	6.21	2	5.52	1	5.52	4	4.84
8	48	240	1	6.66	2	5.93	1	5.93	4	5.20
8	54	270	1	7.10	2	6.33	1	6.33	4	5.55

Note: The above earnings are based on trams averaging five tons. Actual earnings will vary according to previous months average tram weights.

Figures underscored [italicized] indicate eighty per cent (80%) of standard production for which regular occupational rates are paid. Additional payment will be made for production over these figures.

3882 (A-6.)

Tennessee Coal, Iron and Railroad Company.

Ore Mines and Quarries.

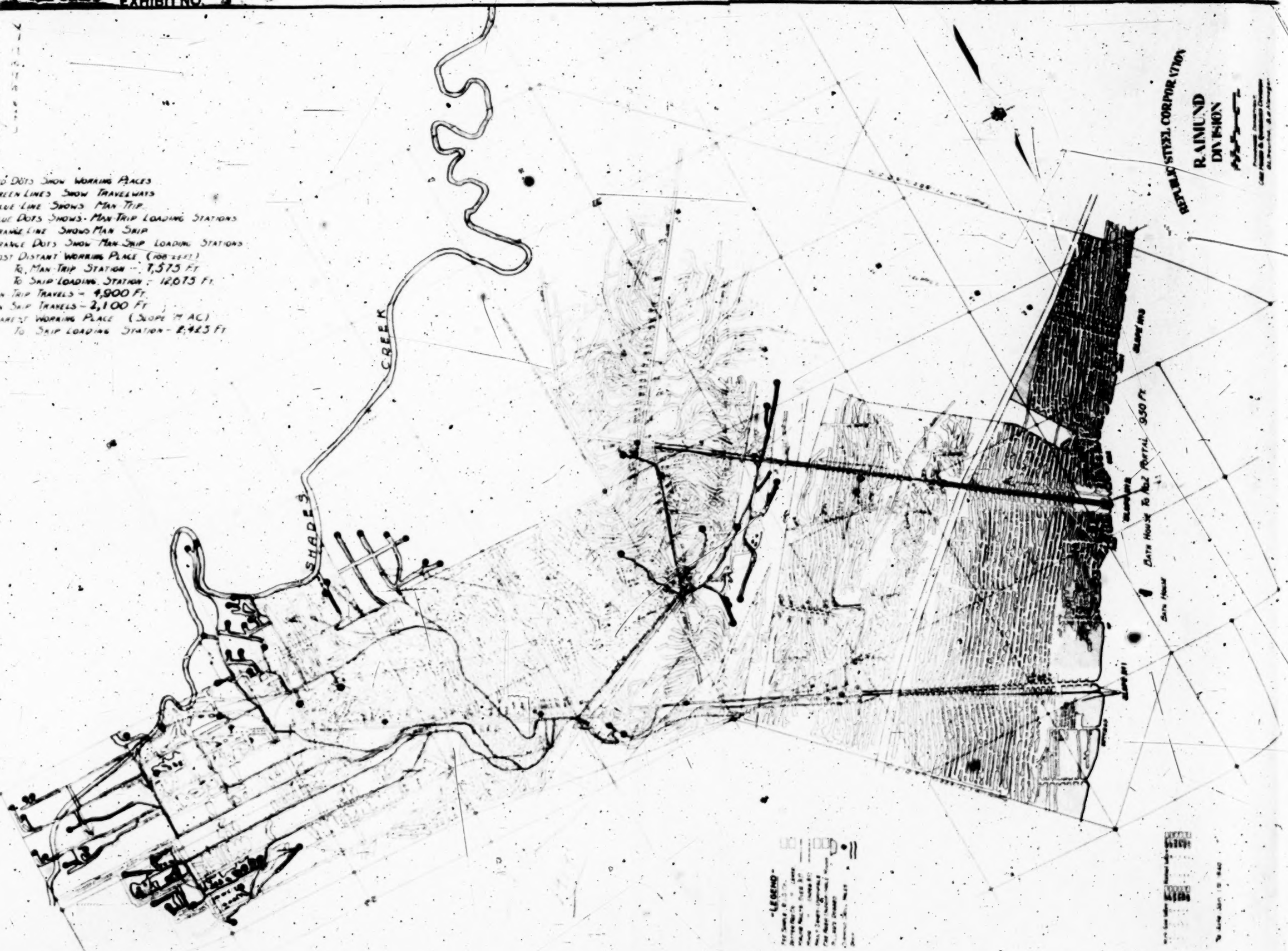
Increase in Earnings per Turn for each Tram in Excess of Base.

Mine No. 4-6-7-9-11.

No. Men In Crew	Base Trams	Earnings Per Tram Increase Over Base			
		Head Miner	Drill Runner	Drag Operator	Helper
7	24	.085	.076	.076	.067
6		.100	.088	.088	.078
8		.066	.059	.059	.052
		Mine No. 8.			
7	23	.089	.079	.079	.069
6		.103	.092	.092	.080
8		.070	.062	.062	.055
		Mine No. 13-5.			
7	25	.082	.073	.073	.064
6		.095	.085	.085	.075
8		.064	.053	.053	.050

PUBLIC EXHIBIT NO. 4

RED DOTS SHOW WORKING PLACES
GREEN LINES SHOW TRAVELWAYS
BLUE LINE SHOWS MAN TRIP
BLUE DOTS SHOWS - MAN TRIP LOADING STATIONS
ORANGE LINE SHOWS MAN SKIP
ORANGE DOTS SHOW MAN SKIP LOADING STATIONS
MOST DISTANT WORKING PLACE (100 SEAM)
TO MAN TRIP STATION = 7,575 FT
TO SKIP LOADING STATION = 12,075 FT
MAN TRIP TRAVELS = 4,900 FT
MAN SKIP TRAVELS = 2,100 FT
NEAREST WORKING PLACE (SLOPE 11 AC)
TO SKIP LOADING STATION = 8,423 FT



3884 REPUBLIC EXHIBIT No. 2.

Demands Received from International Union of Mine, Mill & Smelter Workers, Raimund Local #121.

Received by hand—Handed to Mr. N. E. Thompson, Supt. of Raimund Ore Mine at Raimund on September 30, 1933.

9-30-33.

We, as a duly appointed committee, to represent Raimund Local 121, the Frank Deiano Roosevelt Local No. 137, bona fide labor organization, composed of a majority of the workers of the Republic Steel Corporation, Raimund Mines division and Thomas Furnace division, respectively, and are authorized to act for these Local Unions and represent them in discussing and adjusting discriminatory methods used against members of their organizations. These discriminations are laying men off, or causing them to be laid off from work on account of the fact that they are members of the union, or demoting the members or transferring them to a job that paid less, or give them time off, and grievances of other and different natures affecting the membership in these locals.

This committee believes that it would be to the best interest of the company and the employees that (1) the company recognizes these local unions, and that (2) Mr. Will Barrett, Mr. A. J. Rector, and Mr. Matt Wesson be removed from their positions as supervisors, and that (3) wage discriminations among the men be discontinued, and that (4) employees discharged by these said supervsiors be reinstated with full seniority rights, and that (5) the "write up" system be abolished, and that (6) the

men enter the mine on their own time and come out of the mine on the company time, and that (7) the eight-hour working day and the forty-hour week be instituted, and that (8) the rates of pay be increased accordingly, and that (9) a man be chosen by the employees to be weighman, and that (10) (a) the company doctor be on the job full time, and that (b) he be subjected to call at any time without any extra fee from the employees that call him, and that (c) a three mile radius be set as his jurisdiction limits, and that (d) a fee of $1.00 per month be charged within this limit and a fee of $0.50 per month be charged outside of this limit, and that (11) the reporting off systems be abolished, and that (12) the tonnage and contract system be abolished, and that (13) the drill runner or drill man will not be responsible for the muckers.

C. C. BURCHELL,
Chairman.

Seal—I. U. M. M. & S. W., Bessemer District, Smelters Council, Bessemer, Alabama.

3886 REPUBLIC EXHIBIT No. 3.

Atlanta, Georgia, January 15, 1934.

Mr. Marion Smith, Chairman,
Regional Labor Board,
Hurt Building,
Atlanta, Georgia.

In Re: Republic Steel Corporation.

Dear Mr. Smith:

At the adjournment of the hearing in the above matter on January 10 the Board requested the Company to con-

sider and advise the Board later as to whether or not the Company would be willing to reemploy its striking employees at the Raimund Mine. We have given this matter careful consideration.

In order to cooperate with the desire and function of the Board to lessen and prevent unemployment, and notwithstanding the decision of the Company to shut down the Raimund Mine was reached prior to the strike and its reopening will be an economic loss requiring the stocking of the ore, the Company, without prejudice to its position and without waiving in any way its claim that the Board is without authority in this matter, will reopen its Raimund Mine immediately under the following conditions:

(1) It will operate on a day shift of eight (8) hours for five (5) days a week.

(2) The Company will reemploy on this shift and operation a minimum of not less than sixty percent (60%) of the number employed by it prior to December 17, 1933. This is a minimum and not a maximum.

(3) The Company agrees to continue the resumption of work until there has been mined a minimum of Thirty Thousand Tons (30,000 T.) of iron ore and will continue the operation for such additional period of time as, in their opinion, business conditions justify.

(4) If market conditions improve and the Company finds business so justifies, it will increase the operation and the number of employees in accordance with its business judgment.

(5) The Company in the resumed operations will reemploy the striking miners, giving them priority of employment without discrimination, in accordance with sen-

iority, provided the agreement to reemploy in this instance on the basis of seniority shall not be considered a precedent, and provided the miners return to work under the same conditions of employment that existed on December 16, 1933.

It is understood, of course, that this proposition is submitted under the understanding, as suggested by the Board, that its making and its acceptance, if accepted by the miners, shall not in any way prejudice the existing rights and or claims of either pending the final determination of this matter.

Very truly yours,

Attorney for Republic Steel Corporation.

BB RR

3888 REPUBLIC EXHIBIT No. 4.

Bessemer, Alabama, March 13, 1934.

To: Republic Steel Corporation,
Raimund Mine Division.

Attention: Mr. W. H. Oldham, Vice President, Mr. Walsh, General Superintendent, Ore Mines Div., N. E. Thompson, Superintendent, Raimund Mine, and W. T. Barrett, Assistant Superintendent.

Gentlemen:

We, the duly chosen representatives of more than 90 percent of your employees who were working for you on the 16th day of December, 1933, and approximately 65 percent of said number now actually working for you. And also the above number are now your employees

under that certain ruling handed down by the Atlanta Regional Labor Board, January 16th, 1934, and amended by rider attached by said board January 23, 1934, wish at this time to discuss with the Company through you as its representatives the following complaints and improvements of working conditions including therein violations by the Company and against us as your employees of the above referred to Atlanta Regional Board decision and the agreement voluntarily entered into by you through your attorney, Borden Burr, in that certain letter written to the Atlanta Regional Board on January 15, 1934, which letter became a part of the working agreement by and between the Company and its employees immediately afterwards, including a proposition by the Company, the existence of which is that pending the final outcome of the hearing and decision in Atlanta would be the working agreement in the meantime.

Without waiving the employees position and jurisdiction of the National Labor Board, or the exceptions reserved by the Company, but with the idea and purpose of resuming working operations as of December 16th, 1933.

We are now, as the chosen representatives of the employees of the above referred to controversy, at this time wish to call your attention to the following violations of the above referred to agreement and the National Recovery Act, and urge and request you to discuss with the committee, with the end in view of making adjustments, agreements and future working conditions in and by the method of collective bargaining:

First: That the Company recognize the Union and deal with our chosen representatives, as required by Section 7 and 7(a) of the National Recovery Act.

Second: That wage discrimination be discontinued.

Third: That Union employees heretofore discharged and victimized be immediately reinstated with full seniority rights, and pay for time lost on account of their activities in our organization.

Fourth: That all men that ceased work and participated in the work holiday be placed back to work without discrimination.

Fifth: That the Company desist in attempting to compel by force, duress, threats and bribery to compel employees to join the Company Union, or Representative Plan.

Sixth: That their special officers desist from harrassing, cursing, striking and shooting the employees who reside at and around Raimund.

Seventh: That the Company, having failed to enter into the agreement made by them under the Atlanta Regional Board, immediately put that agreement into force in letter and spirit.

Eighth: That the write up system be abolished.

Ninth: That the company put former employees back to work immediately and give them preference over new men, which agreement has not been complied with.

Tenth: That the men not be required to enter and leave their place of work on their own time.

Eleventh: Whereas it is apparent by reason of the fact that approximately 200 employees are still idle since December 16th, 1933, and the purpose of the National Recovery Act is to put all men to work, therefore we re-

spectfully ask for the six-hour work day, with time and one-half for all over the six hours in any one given twenty-four (24) hours, and no over time when idle men are available, and that thirty (30) hours shall constitute a week's work, and that the prevailing rate of the T. C. I. red ore mines be now installed at the Raimund Mines, as the present discrimination is a violation and unfair practice. And a rate of pay based on the six (6) hour day, as is now paid by the Tennessee Coal, Iron & Railroad Company for eight (8) hours be established. And abolishing all tonnage work or contract work.

Twelfth: That the Union be given the right to designate the weighman or scale man, and that the mine committee have, at reasonable times, access to an inspection of the scales and tally sheets, and including all records of weights.

Thirteenth: That the Company at Raimund Red Ore Mines install the check off system, which system includes the collection of dues by the Company and paying same to the Financial Secretary or other designated officers of our Union.

Fourteenth: That, in event of slack work, the time among the various employees be equitably divided among all of them.

Fifteenth: That all scrip and substitutes for money be made negotiable and without discount.

Sixteenth: That the employees have the right to select and designate their own Company doctor and hospital facilities, and all collections made for such purposes by the Company to be kept in separate fund and supervised by the Union mine committee, deducting therefrom a reasonable charge for service rendered by the Company at that end.

Seventeenth: That no employee be required to live in a Company house.

Eighteenth: That no employee be required to trade in a Company store.

Nineteenth: That the Company immediately cause investigation to be had of all of the officers and Executive Board Members, including other members of our Union that has been discharged for their activities in our organization by the Company immediately be called and hearing had by the Company, and a mine committee for the purpose of adjusting any and all charges the Company may have against them.

Twentieth: In compliance with the Atlanta Regional Labor Board in its decree, we, the chosen representatives of Raimund Red Ore Local No. 121, a bona fide labor organization, here and now respectfully request the Republic Steel Corporation to immediately go into and collectively bargain with the committee for the purpose of ironing out and adjusting all grievance that exist on both sides, including the requests herein made in conformity with the Atlanta Regional Board's direction of which we have accepted and carried out in full faith, and especially do we call the Company's attention to the fourth section, or last paragraph, of the Atlanta Labor Board's decision under date of January 16, 1934.

Twenty-first: That the Company immediately desist from attempting to evict employees and victimizing officers of the Union from its houses on account of their activities in our Union.

Twenty-second: That no employees be discharged without a fair trial and hearing and, in which he be given the right to present his side of the case.

Respectfully submitted, in witness whereof, we hereunto subscribe our names as the chosen representatives of more than 90 percent of your employees working in and at Raimund mines and members of Raimund Red Ore Local No. 121, I. U. M. M. & S. W.

BYRD H. BARKSDALE,
CHESTER KNOWLES,
GUS GATEWOOD,
J. A. LIPSCOMB,
V. C. FINCH,
C. Q. BURCHELL,
M. C. ANDERSON.

3893 REPUBLIC EXHIBIT No. 5.

Republic Steel Corporation

Raimund, July 14th, 1934.

Mr. C. L. Richardson,
Commissioner of Conciliation,
Representing the Secretary of Labor,
Washington, D. C.

Dear Sir:

This is to confirm the understandings reached today at the conference between representatives of employees of our Ore Mines and the Management, which was presided over by Commissioner Richardson, regarding the position of this Company as to its ore mining operations. This is furnished to you as the representative of the United States Government as a part of your record in this matter.

We are informed that the following named men have been chosen as a Committee to deal with the Management on collective bargaining matters:

Geo. R. Coles,
Rufus Kendrick,
Herbert Jones,
Will Boatner,
Chas. Waliford,
Preston Lee,
P. E. Steel,
Virgil Thomas.

We are entirely willing to deal with this Committee on matters of collective bargaining as they arise for all our Ore Mines employees as they may represent.

The employees at our Ore Mines have been free to join any organization they choose without prejudice or discrimination and this is the policy of our Company.

It is understood that the wage scale attached to this letter constitutes the rates to be paid by us for the various classifications as shown, for the period of one year from date of this agreement, unless changed by mutual agreement between the management and the representatives.

Our men at each mine are free to select a committee to represent them in adjusting any grievance that may arise between them and the management which the employee himself cannot settle satisfactorily with his immediate supervisor. It is understood that such committee will not take up any grievance with the Management unless and until the employee has endeavored to adjust the matter himself.

If the Committee and the Foreman of the mine fail to adjust any grievance, the matter will then be taken up by the Committee with the Mine Superintendent. Failing to reach agreement in this event, it will be taken up with the General Superintendent of Ore Mines. If they should

fail to agree, the matter may be submitted to arbitration, one arbitrator to be named by the Committee and one to be named by the Management of the Company, and these two may select a third.

It is understood that the Management of the mines is vested exclusively in the Company and the duties of the mine committee shall be confined as above outlined.

It is understood that no such mine committee will interfere with the operations of the mine to enforce any purely local grievance until the full procedure of settlement has been followed.

The Company, of course, will be bound by all the terms and conditions of the Ore Mining Code when such Code has been adopted and signed by the Company to the extent that it applies to our operations in this District.

It is understood that the strike will be called off and the Company will resume operations at Raimund Mine when conditions warrant the mining of this ore. Further, it is the intent of the Company to stock some 20,000 to 30,000 tons of ore, in case our miners return to work. It is also understood that the Company will reemploy such men as is commensurate with the needs of the furnace, and the most economical operation of the mine, for the purpose of stocking the above mentioned amount of ore. At the time of reemployment, we shall recognize seniority when it is consistent with ability.

Yours very truly,

W. H. OLDHAM,

District Manager, Birmingham District.

Bessemer, Alabama, July 15, 1934.

Mr. C. L. Richardson,
Commissioner Conciliator,
United States Department of Labor,
Birmingham, Alabama.

Dear Sir:

This is to inform you that the proposition submitted to the Committee in regard to rates of pay and collective bargaining has been unanimously accepted.

We understood in the conference of yesterday that the Company would agree to let the 325 employees who left the service of the Company May 4th return to work, but would not have as much as four or five days per week for this amount of men. With this understanding we are willing to call the strike off providing that 325 men can return to work and share the work proposition if it is only two or three days per week for them.

We would also like for it to be understood that there is 34 per cent of the employees who was formerly employed by the Republic Steel Corporation who have been out of work since the 28th of January, and suggest that these men be given preference if competent and worthy before hiring new employees, when business conditions warrant such.

Asking that you take this up with the management and have an understanding and communicate with us as to their understanding of this subject.

Yours truly,
GEORGE R. COLES,
RUFUS KENDRICK.

Republic Steel Corporation.

July 16th, 1934.

Mr. C. L. Richardson,
Commissioner of Conciliation,
Representing the Secretary of Labor,
Washington, D. C.

Dear Sir:

We will agree to return back to work the 325 men that were working on May 4th, as per our scherule submitted to you last Saturday, and we also will endeavor, where possible and consistent with ability, if there are any additional men to be put on due to increase in operations, that we will take these from the men out of work employed prior to December 17th, 1933.

Yours very truly,
W. H. OLDHAM,
District Manager, Birmingham District.

Republic Steel Corporation.

July 17th, 1934.

Mr. C. L. Richardson,
Commissioner of Conciliation,
Representing the Secretary of Labor,
Washington, D. C.

Dear Sir:

On the last page of wage scale attached to our letter of July 14th, there were several typographical errors made, therefore we are enclosing a corrected sheet and would thank you to substitute same for the ones you have.

Under the column headed tonnage, listed contractors, muckers, etc., you will note the figures set forth are the average earnings per hour for April and in no sense denote the rate, as it was agreed no change was made in tonnage rates. The only change being the last two items of drill helpers, drag, and muckers, drag, which were placed on a day rate of 50c per hour. In the first note, at the bottom of the page, was shown "where it is necessary for the Company drillmen to use drillmen or contractors on company work". The first drillmen should not have been shown, inasmuch as a drillman could not use a drillman, and it should read "where it is necessary for the company to use drillmen or contractors". The second note should read "day rate" instead of "drill rate."

Yours very truly,

W. H. OLDHAM,
District Manager.

bc C. L. BRANSFORD,
J. L. HAGY,
J. G. WALSH.

Republic Steel Corporation.

Raimund Mine.

Occupation	Quota	Present Rate	Proposed Rate
Janitor	1	$ .265	$ .30
Machinist, 1st Class	2	.615	.62½
Machinist, 2nd Class	2	.505	.55½
Machinist Helper, 1st Class	1	.44	.47
Machinist Helper, 2nd Class	2	.40	.40
Blacksmith, 1st Class	1	.68	.68
Blacksmith, 2nd Class	1	.54	.54
Blacksmith Helper	1	.37	.42
Drill Sharpener (Inside)	1	.615	.615
Drill Sharpener Helper (Inside)	1	.54	.54
Carpenter	3	.47	.48
Mechanical Helper (Inside)	1	.49	.52

Occupation	Quota	Present Rate	Proposed Rate
Electricians (Outside)	2	.55	.55
Electr. Helper (Outside)	1	.455	.475
Electricians (Inside)		.565	.605
Change House Man	2	.38	.40
Truck Driver—Light	2	.39	.39
Truck Driver—Heavy		.39	.41
Laborers	6	.30	.30
Hoist Engineers	4	.625	.625
Compressor Man	3	.44	.52
Crusher Feeder	2	.325	.40
Car Loaders	4	.325	.35
Tipple Foreman	2	.495	.495
Slate Pickers—Laborers	4	.30	.30
Powderman & Safety Man	1	.495	.495
Weighman	2	.51	.5425
Material & Slope Track Man	1	.665	.665
Slope Track Labor	8	.40	.43
Material Helpers (Inside)	2	.40	.43
Car Repairman (Inside)	1	.47	.54
Car Cleaners (Inside)	3	.40	.43
Stableman (Inside)	1	.445	.46
Pipeman	2	.44	.47
Skip Loaders	2	.42	.46
Motorman	16	.47	.55
Motor Couplers	15	.42	.46
Chainers	4	.42	.46
Chainer, 2nd Class	6	.40	.435
Track Foreman	3	.47	.51
Track Labor	12	.40	.43
Timber Foreman	4	.47	.51
Timber Labor	16	.40	.43
Salvage Man	1	.47	.51
Salvage Labor	4	.40	.43
Electric Hoistman, Slope "A"	2	.50	.57
Electric Hoistman, Auxiliary	4	.46	.50

Occupation	Quota	Present Rate	Proposed Rate
Electric Pumpman	5	.445	.445
Mule Drivers	1	.40	.43
Drillman (Company Work) (x)		.485	.51
Contractor (Company Work) (x)		.47	.51
No. 2 Mine (Idle).			
Maintenance Man (Foreman)	1	.47	.51
Maintenance Helpers	5	.40	.43
Electric Pumpman	2	.445	.445
Tonnage.			
Contractors, Heading		.7475	
Muckers, Heading		.5525	
Contractors, Drag		.580	
Hoistman, Drag		.53	
Drillman, Drag		.585	
Drill Helpers, Drag (xx)		.45	.50 Day
Muckers, Drag (xx)		.45	.50 Day

(x) Pertaining to drillmen (Company work) and contractors (Company work) on special development work, such as through faults, etc., where it is necessary for the company to use drillmen or contractors on company work for two days or in excess of two days, the rate shall be 57¢ per hour.

(xx). Drill helpers and muckers on drag tonnage rate are to be changed to day rate of 50¢ per hour. This pertains only to drag work.

Republic Steel Corporation.

July 30th, 1936.

Mr. A. E. Horn, President,
District No. 5,
International Union of Mine, Mill & Smelter Workers,
Bessemer, Alabama.

Dear Sir:

This is to advise you that we will continue our present policy as to wages, hours and working conditions at Raimund Ore Mine until further notice.

I have discussed this with Mr. Barco, of the U. S. Department of Labor, and he says he feels this would be entirely satisfactory.

You know well enough, Mr. Horn, that we do not need any understanding. When I gave my word as I did in a meeting at Raimund, that we are going to live up to it, and we expect you to do the same. In other words, a fifty-fifty proposition. Our past record stands for itself.

Yours very truly,
W. H. OLDHAM,
District Manager.

cc Mr. Newcomb Barco,
U. S. Department of Labor.

bc Messrs. C. L. Bransford,
J. G. Walsh

3903 REPUBLIC EXHIBIT No. 6.

This Agreement made and entered into by and between the Republic Steel Corporation, hereinafter called the

Company, and the Raimund Local Union No. 121, of the International Union of Mine, Mill and Smelter Workers, hereinafter called the Local,

Witnesseth:

1. That the Company fully recognizes the Local and through its properly accredited officers will meet and confer with the properly accredited officers and committees of the Local upon all grievances and questions which may arise under this agreement.

2. Any controversy concerning hours, wages, and conditions of employment, arising under this agreement between the Company and the Local shall, if possible, be adjusted locally.

3. For the purpose of collective bargaining on matters of mutual interest, including wages, hours, and or conditions of employment or any grievance affecting its membership, the Local shall select a representative committee who shall be recognized as the accredited representatives of the Company as the proper medium through which the Company and the Local are to negotiate.

4. Each grievance shall be handled as hereinafter provided:

(a) Any member having a grievance shall first discuss it thoroughly with his foreman, and an honest effort made to settle same.

(b) If the individual and foreman cannot agree on a satisfactory settlement, the member having the grievance shall report same to the grievance committee.

(c) The grievance committee shall make a detailed investigation of the grievance and decide whether or not it shall be handled further with the Company. If the grievance is to be handled further then it must thereafter be handled as follows:

(d) The superintendent of the department in which the grievance arose shall be notified and the grievance shall be thoroughly discussed with him and every effort made to settle same.

(e) If a settlement with the superintendent cannot be made the grievance shall then be taken up and thoroughly discussed with the Manager or General Manager of the Company and an effort made to reach an amicable adjustment.

5. Until grievances have been handled exactly in accordance with this agreement there shall be no suspension of work by strike or lockout and both parties shall endeavor in every way to reach an amicable adjustment.

6. The Company retains the right to discharge any employee, but upon request by the Local he agrees to show cause for such discharge. If satisfactory cause cannot be shown, the discharged employee shall be reinstated and shall be paid for all time lost at his regular rate of pay.

7. In case of curtailment or other reductions of the number of employees, whatsoever the cause, the Company agrees that the men shall be laid off in rotation in service, the seniors in service to be the last laid off and the last man to be laid off to be the first reemployed.

8. It is agreed that if for any cause there is a stoppage of production, it shall be mutually agreed between the management and the representative committee of the em-

ployees as to the number of, and who shall be permitted to work as are required in connection with the operation of pumps and other equipment, or on such work as is necessary to protect the properties from damage or destruction. It is further agreed that no charges shall be made for house rent shall be made during the stoppage of production.

9. It is agreed that the employees shall enter the mines on their own time and come out of the mines on the Company's time.

10. It is agreed that the contract system shall be abolished.

11. Eight (8) hours shall constitute a day's work, not to exceed forty (40) hours per week. Time worked in any day in addition to the regular hours per day shall be paid for at the rate of time and one-half. Double time shall be paid for the following holidays: Independence Day, Labor Day, Thanksgiving Day and Christmas Day, regularly employed operations and maintenance men, by mutual agreement, to be excepted.

12. The regular semi-monthly pay days now in force shall be continued.

13. It is agreed that all employees coming under the jurisdiction of this Local shall have checked off from their wages any monies due the Local for Initiations, Dues, Fines, and or Assessments, the same to be monthly to the Financial Secretary of the Local on or before the tenth day of the month following such deductions.

14. There shall be no discriminations of any kind against any member of the Local by Foreman, Superintendents, or any other persons in the employ of the Company.

15. Members of the Local shall be granted leave of absence on Local business upon request. Any member who holds office or shall be elected to office in the Local

which requires his absence from the Company's service, shall upon retirement from such office be reinstated in his position with the Company, without loss of seniority.

16. Effective date of signing, wages shall be increased ten per cent (10%) over and above rates now in effect.

17. It is agreed that the officers and committeemen of the Local will use their best efforts at all times to see that the members are conscientious and honest in all respects, and that they conduct themselves in such a manner as to clearly indicate that they have not only the interests of their fellow employees in mind, but also the interests of the employer as well, because for employer and employee success it is necessary that there be the fullest cooperation between employer and employes at all times.

18. It is further agreed that this agreement supersedes any and all other agreements that have been signed mutually by each party herein named, and shall terminate one year from the date of signing, and is subject to change to conform to or with any National labor legislation passed during the life of this agreement.

In Witness Whereof, the parties hereto have executed this agreement on the .... day of ....., 1935.

REPUBLIC STEEL CORPORATION,

By .....

.....

.....

RAIMUND LOCAL UNION No. 121, I. U. M. M. & S. W.,

By .....

.....

.....

.....

.....

3907 REPUBLIC EXHIBIT No. 7.

(Same as T. C. I. Exhibit No. 10 heretofore set out on page 3573 of this transcript.)

3908 REPUBLIC EXHIBIT No. 8.

Republic Steel Corporation.

July 13, 1935.

To Committee of Employees:
Mr. A. E. Horn, International Repr., Dist. #5, I. U. M. M. & S W.,
R. H. Kendricks, Chairman,
C. D. Milford,
Gordon Moore,
Fred Ward.
A. E. Posey,
Preston Lee,
McKinley Belcher,
Elbert McCoy,
Virgil Thomas.

Dear Sirs:

Referring to list of demands which you presented as a committee representing a portion of our Raimund Mine Employees, under date of June 17th, 1935, to Mr. N. E. Thompson, Superintendent.

Beg to advise that it is the intent and purpose of this Corporation to continue its present policy.

Owing to the unsettled conditions prevailent throughout the country at this time we feel it unwise to make any changes in our present policy. This policy has given satis-

faction for the past twelve months, and we see no reason for either employee or employer making any change.

Therefore, these request or demands, as set out, are denied, and we will continue indefinitely, as stated above, consistent with future business conditions.

We refer you to our letter of understanding to Mr. C. L. Richardson, Commissioner of Conciliation, Representing the Secretary of Labor, Washington, D. C., dated July 14, 1934, and wish to advise that we shall abide by this until such time as it is more definitely indicated that such an arrangement is no longer practical.

Yours very truly,
W. H. OLDHAM,
District Manager.

3909 REPUBLIC EXHIBIT No. 9.

Proposed Contract Presented to Company by Union September 26, 1939.

This Agreement, dated ....., is between *Republic Steel Corporation* (Hereinafter referred to as the "Company") and Raimund Red Ore Local #121 of the International Union of Mine, Mill & Smelter Workers, (hereinafter referred to as the "Union") on behalf of its members employed by the Company in its ore mines located at *Raimund*, Jefferson County, Alabama. Section 1. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

It is understood and agreed that this Agreement pertains only to the employees employed in and around the ore mines of the Company located at *Raimund*, Jefferson County, Alabama.

The term "employee", as used in this Agreement, shall not include Foreman, Assistant Foreman or Supervisors in charge of any classes of labor who do not perform any regular work, or Watchmen or Patrolmen.

Section 2. Recognition: The Company hereby recognizes the Union as the exclusive representatives of all employees of said Company in its red ore mine, located at Raimund, Jefferson County, Alabama, who come under the jurisdiction of the Union, for the purpose of collective bargaining, on all matters pertaining to wages, hours and conditions of employment as provided for in the National Labor Relations Act.

Section 3, Wages: It is understood and agreed to that in the event the muckers fail to load the required amount of tonnage, and the delay is through no fault of his own, they shall receive the prevailing occupational rate.

Section 4. Schedule Of Pay Days. Schedule of pay days in accordance with and substantially as Tennessee Company pay days.

Section 5. Hours Of Work. Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day or for all overtime in excess of forty (40) hours in any one week.

No employee shall be paid both daily and weekly overtime for the same hours so worked.

Section 6. Vacations. Each employee who prior to August 1, 1939 was continuously in the service of the Company three (3) years shall receive one weeks vacation with pay, and for each additional years service shall receive one additional days vacation, but not to exceed ten (10) days. Vacation to begin in May, such vacation to be taken in a single period. Those who are granted vacations will be paid on the average rate of earnings per hour for the two pay periods immediately preceding their vacations. Total hours of vacation pay will be the average hours they worked per week during that period, but not less than forty (40) hours nor more than forty-eight (48) hours.

Section 7. Seniority. It is understood and agreed that in all cases of promotion and increases or decreases of forces the following factors shall be considered, and where factors (a) and (b) are relatively equal, length of continuous service shall govern.

(a) Length of continuous service.

(b) Knowledge, training, ability, skill and efficiency.

Section 8. Adjustment Of Grievances. Should differences arise between the Company and the Union or the employees employed by the Company as to the meaning and application of the provisions of this agreement, or should any local trouble of any kind arise there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

First, between members of the Grievance Committee, designated by the Union, and the Foreman and Superintendent of the Mines:

Second, between the representatives of the Union and the representatives of the Executives of the Company.

Third, by a board consisting of four members, two of whom shall be designated by the representatives signatory hereto, and two of the Company. Failing to agree, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement by the parties hereto. Failing to agree on the fifth member within five days, the Director of Conciliation Service, U. S. Department of Labor shall be authorized to appoint the fifth member. The umpire shall render a decision within five days after receipt of evidence. The umpire's decision shall be final. The expense and salary incident to the services of the umpire shall be paid jointly by the Company and the Union.

Pending the hearing of disputes, the employees represented by the parties signatory hereto shall not cease work because of any disputes; and a decision reached at any stage of the proceedings shall be binding on both parties thereto and shall not be subject to reopening by either party except by mutual agreement.

Section 9. Illegal Suspension Of Work. A strike or stoppage of work on the part of the employee represented by the parties signatory hereto shall be a violation of this Agreement, and there shall be no strike or cessation of work until and unless the matter of complaint shall have been submitted and determined by all the methods provided for in this Agreement for the adjustment of disputes.

Section 10. Management. The management of the mines and the directions of working forces, including the right to hire, suspend, or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclu-

sively in the Company, provided that this will not be used for purpose of discriminatin gagainst any member of the Union.

Section 11. Discharge Cases. In the event an employee shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided under the rules of this Agreement, that an injustice has been dealt the employee with regard to the discharge, the Company shall reinstate such employees and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up within five (5) days from the date of discharge, and disposed of as promptly as possible.

Section 12. Individual Wage Rates. Where alleged inequalities in wage rates prevail, the matter may be taken up for adjustment with Superintendent of the Mines, and settlement made on a mutually satisfactory basis.

Section 13. Safety And Health. The Company shall continue to make reasonable provisions for the safety and health of its employees at the mines during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with the practice now prevailing in the mine.

Section 14. Holidays: The following days shall be considered Holidays, during which days there shall be no regular production of work; however, it is understood that regular maintenance work will be carried on.

July 4th
Labor Day
Thanksgiving
Christmas

If for any reason work other than regular maintenance work is performed on these days, it shall be paid for at the rate of time and one-half.

Section 15. Term Of Agreement. This agreement shall continue in full force and effect until the ..... day of ....., 1940.

(a) In the event neither party serves written notice to the other party within thirty (30) days before the expiration of this Contract of their desire to change the terms and conditions thereof then in that event it is understood and agreed that this contract is to remain in full force and effect for an additional (12) months from the date of the expiration thereof.

(b) In the event that either party desires to change this contract in any way at the expiration thereof both parties shall be obligated to attend the conference and negotiate in good faith and the neglect or refusal of the party to whom notice is given to so attend and to participate in the negotiations shall be the equivalent of a failure to agree and the refusal of either party to change any position which it may take as to changes proposed in the negotiations shall not be considered as a lack of good faith in the negotiations.

Section 16. It is understood that this Agreement is subject to all Federal and State laws, rules and regulations, amendment and revisions that now exists or *any* hereafter exist pertaining to this Agreement.

.....

.....

.....

.....

3914 REPUBLIC EXHIBIT 10.

Stamped Received Dec. 27, 1939, Raimund Mine office.
International Union of Mine, Mill and Smelter Workers

Offices: 303 Railway Exchange Building

Denver, Colorado

233 Fairfax Ave.

Bessemer Alabama, December 26, 1939.

Mr. N. E. Thompson, superintendent,
Raimund Ore Mines, of the Republic Steel Company,
Bessemer, Alabama.

Dear Mr. Thompson:

I am writing you in reference to the proposed working agreement submitted to you in October at which time a conference was requested after you had had a few days to consider the proposal.

The writer is of the opinion that reasonable time has been granted. Therefore I am requesting a conference with you to discuss wages, hours, and working conditions at your earliest convenience.

Yours very truly,
VAN D. JONES.
(Van D. Jones)

Copy to:
Mr. C. L. Bransford,
Birmingham Alabama,
and to Mr. Tom R. Gerduler,
Cleveland Ohio.

(Attached to this letter is a registered envelope addressed to: Mr. N. E. Thompson, Superintendent Raimund

Ore Mines of the Republic Steel Company Bessemer Alabama, and showing the return card of International Union of Mine, Mill & Smelter Workers, 233 Fairfax Ave. Bessemer Alabama, with return receipt requested.

Attached to the letter, Republic Exhibit =10, is a form of proposed contract in all respects identical with Republic Exhibit =9, set out above.

3916 REPUBLIC EXHIBIT No. 11.

United States of America

Before the National Labor Relations Board
Tenth Region

In the Matter of Republic Steel Corporation and International Union of Mine, Mill and Smelter Workers:

Case No. X-C-548.

Date filed Mar. 9, 1939.

Charge.

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Republic Steel Corporation, Bessemer, Alabama, has engaged in and is engaging in unfair labor practices within the meaning of Section 8, subsections (1) and (2), (3), (4) of said Act, in that said company at its Raimund mines, Bessemer, Alabama, has at all times since the effective date of the Act, and prior thereto from 1933 to July 5, 1935, through its officials and supervisory employees, attempted to force its employees to cease affiliation with and activity in behalf of the International Union of Mine, Mill and Smelter

Workers by inquiry into union status, threats, because of union activity and other acts.

Said company has dominated and interfered with the formation and administration of the Brotherhood of Mine Workers of Captive Ore Mines, by actually organizing said organization, by discriminating against employees who did not join said organization, by using said organization as a source of recommendation for employment, by furnishing said organization with financial and other support in supplying said organization with a meeting place, in financing social affairs of said organization, and by other acts.

(1) Said company has discriminated against its employees by discharging and refusing to reinstate the following, solely because of their union activities:

Stanfield Malachi, Robert Sears, Jerry Kelly, C. S. Pettway, George Thomas, Wallace Norah, Wilson Mitchell, Joe Washington, Albert Clark, Fred Murphy, Will Robinson, Artesia Crowe, O. T. Jackson, Gordon Moore, Charlie Smith, L. N. Mashburn, Roosevelt Hill, Robert Smith, James Crews.

(2) By harsh and inequitable treatment during tenure of employment of the following employees, solely because of their union activities:

Earl Woods, Henry Jones, Scott Logan

(3) By refusing to reemploy the following, solely because of their union activities:

John Smith, Lou Jones, W. L. Bullock, Elisha McKinley, West Pender, Cleo Wallace, Jessie May, Jessie Robinson, Chalmers Humphries, James Pope, Jessie Mayes, Wallace Turner, J. C. Knowles, Jack Sims, Clarence Jackson, John-

nie Mayes, Albert Walker, Lucius Harris, Robert Ware, Albert Clark, Sidney Smith, Henry Walker, Oneal Allred, Fred A. Duncan, Hazel Hinkel.

(3) b. By delaying the reinstatement of the following while new miners were being hired, solely because of their union activities:

Jimmie Morgan, Elijah Boyd, Robert Hill, Albert Hardy, Pierce Holly, Walter Johnson, Felix Bryant, McKinley Bryant, Ernest Graham, Arthur Locket, Clarence Tolbot, Albert Johnson, Clifton Wyatt.

Said company did discharge Willie White on April 27, 1938, solely because of testimony before the National Labor Relations Board at Tennessee Coal, Iron and Railroad Company hearing in Birmingham, Alabama, during November, 1937.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the name and official position of the person acting for the organization.)

INTERNATIONAL UNION OF
MINE, MILL AND SMELTER
WORKERS,
(S.) By VAN D. JONES,
International Executive Board
Member.

233 Fairfax Ave.,
South, Bessemer, Alabama.

Subscribed and sworn to before me this 8 day of March, 1939.

WILLIE RUSSELL,
(Seal) Notary Public.

My Com. Expires 3-8-1942.

3919 REPUBLIC EXHIBIT No. 12.

United States of America

Before the National Labor Relations Board
Tenth Region

N. L. R. B. 29 a

Revised 8-25-37

In the Matter of Republic Steel Corporation and International Union of Mine, Mill and Smelter Workers.

Case No. X-C-548.

Date Filed 1-5-1940.

Amended Charge.

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Republic Steel Corporation, Bessemer, Alabama, has engaged in and is engaging in unfair labor practices within the meaning of Section 8, subsections (1), (2), (3), and ( ) of said Act, in that:

Said Company at its Raimund Mines, Bessemer, Alabama, has at all times since the effective date of the Act, and prior thereto from 1933 to July 5, 1935, through its officials and supervisory employees, attempted to force its employees to cease affiliation with and activity in behalf of the International Union of Mine, Mill and Smelter Workers by inquiry into union status, threats because of union activity and other acts.

Said Company has dominated and interfered with the formation and administration of the Brotherhood of Mine Workers of Captive Ore Mines, by actually organizing said organization, by discriminating against employees who did not join said organization, by using said organization as a source of recommendation for employment, by furnishing said organization with financial and other support in supplying said organization with a meeting place, in financing social affairs of said organization, and by other acts.

(1) Said Company has discriminated against its employees by discharging and refusing to reinstate the following, solely because of their union activities:

Stanfield Malachi, Robert Sears, Jerry Kelly, C. S. Pettway, George Thomas, Wallace Norah, Wilson Mitchell, Joe Washington, Albert Clark, Fred Murphy, Will Robinson, Artesia Crowe, O. T. Jackson, Gordon Moore, Charlie Smith, L. N. Mashburn, Roosevelt Hill, Robert Smith, James Crews.

Said Company did discharge Willie White on April 27, 1938, solely because of testimony before the National Labor Relations Board at Tennessee Coal, Iron and Railroad Company hearing in Birmingham, Alabama, during November, 1937.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

INTERNATIONAL UNION OF MINE, MILL AND SMELTER WORKERS,

(S.) By VAN D. JONES,
Executive Board Member.

233 Fairfax Ave.,
Bessemer, Ala.

Subscribed and sworn to before me, this 2nd day of January, 1940 at Bessemer, Alabama.

(S.) WILLIE RUSSELL,
Notary Public.

3921 REPUBLIC EXHIBIT No. 13.

United States of America

Before the National Labor Relations Board
Tenth Region

In the matter of Republic Steel Corporation and International Union of Mine, Mill and Smelter Workers.

Case No. X-C-548.

Stipulation.

It is hereby stipulated by and between Borden Burr, as Attorney of Record for Republic Steel Corporation, hereinafter referred to as the "Respondent", J. A. Lipscomb, as attorney of Record for the International Union of Mine, Mill and Smelter Workers, hereinafter referred to as the "Union," Horace C. Wilkinson, as Attorney of Record for Unit No. 8, Brotherhood of Miners of Captive Ore Mines of Alabama, hereinafter referred to as the "Brotherhood", and Alexander E. Wilson, Jr., Attorney, Tenth Regional, for the National Labor Relations Board, hereinafter referred to as the "Board", that upon the record herein and upon this stipulation, if approved by the Board, respondent at all times denying it has committed any unfair labor practice as alleged in the complaint, an order may be entered by said Board providing as follows:

1. Respondent shall offer reinstatement to the same position formerly occupied, by each at the Raimund Ore Mine, or, if such position is not then available, equivalent employment at the Raimund Ore Mine, to the following named persons:

Stanfield Malachi, Robert Sears, Jerry (Jury) Kelly, O. S. (Sears) Pettway, George Thomas, Wallace Norah, Fred Murphy, Will Robinson, Artesia Crowe,

before June 1, 1940, providing each of the above named is found by the company physician to be physically fit for employment.

2. Respondent shall pay to the Regional Director for the Tenth Region, National Labor Relations Board, in trust, the aggregate sum of Three Thousand One Hundred and Fifty Dollars ($3150.00) to be divided by him on or before June 1, 1940, among the individuals named in the paragraphs above in such amounts as he shall detemine; said aggregate amount to be in lieu of all back pay claimed by the persons named.

3. The reinstatement of such employees and the payment of said sums of money shall be done and performed in the manner as agreed upon by the parties hereto and at this day read into and made a part of the official record.

4. After the first day of July 1940, the company shall not allow the use of any of its property or premises for meetings of any labor organization, except for such meetings as it may be necessary for respondent to hold with Grievance or other committees of such labor organizations, and no labor organization shall solicit membership within, working hours after the date of the final approval of this stipulation.

5. The respondent shall post in conspicuous places about its Raimund Mine for a period of sixty (60) days after receipt of a copy of the order to be entered herein by the National Labor Relations Board the following notice:

"The policy of the Republic Steel Corporation has been, and is now, that every employee is entitled to determine for himself, free from discrimination, interference, restraint, coercion, or intimidation by anyone, whom he wishes to represent him in the matter of collective bargaining."

6. Upon the compliance by the respondent with the terms hereof, all rights, claims, or demands of the Union and its past, present, and future members, against the respondent on account of any claimed violation of the National Labor Relations Act, occurring prior to the date hereof, shall be, in accordance with the stipulation of the parties as read into the official record, considered as fully and finally settled.

7. Respondent shall inform the Regional Director of the National Labor Relations Board for the Tenth Region within thirty (30) days of the service of dais order of the manner in which the respondent has complied therewith.

8. Respondent agrees that the order of the National Labor Relations Board may be entered in any decree of a United States Circuit Court of Appeals in any act or proceeding in the premises; the respondent hereby expressly waiving any and all requirements of notice or proceedings for the enforcement of such order.

9. This stipulation is made subject to approval by the National Labor Relations Board.

This the 1 day of May, 1940.

BORDEN BURR,
As Attorney of Record for Republic Steel Corporation.
J. A. LIPSCOMB,
As Attorney of Record for International Union of Mine, Mill and Smelter Workers.
HORACE C. WILKINSON,
As Attorney of Record for Unit No. 8, Brotherhood of Miners, of Captive Ore Mines of Alabama.
ALEXANDER E. WILSON, JR.,
Attorney, Tenth Region, National Labor Relations Board.

3925

STIPULATION.

United States of America

Before the National Labor Relations Board
Tenth Region

In the matter of Republic Steel Corporation and International Union of Mine, Mill, and Smelter Workers.

Case No. X-C-548.

It is hereby stipulated by and between Borden Burr, as Attorney of Record for Republic Steel Corporation, hereinafter referred to as the "Respondent", J. A. Lipscomb, as Attorney of Record for the International Union of Mine, Mill and Smelter Workers, hereinafter referred to as the "Union", Horace C. Wilkinson, as Attorney of Record for Unit No. 8, Brotherhood of Miners of Captive Ore Mines of Alabama, hereinafter referred to as the "Brotherhood", and Alexander E. Wilson, Jr., Attorney, Tenth Region, for

the National Labor Relations Board, hereinafter referred to as the "Board", as follows:

I.

That the stipulation heretofore signed on May 1, 1940, and read into the record on said date as Board's Exhibit No. 6, shall be and hereby is withdrawn from the record.

II.

That the stipulation for the record as agreed upon between the Respondents, the Union, and the Brotherhood on this the 20th day of May, 1940, a copy of which is attached hereto marked Joint Exhibit "A", be considered as read into the record in amendment to the stipulation between said parties as read into the record on the 1st day of May, 1940, and as appearing in the official report on Pages 1078 to 1085, both inclusive.

This May 20, 1940.

(S.) BORDEN BURR,
As Attorney of Record for Republic Steel Corporation.

(S.) J. A. LIPSCOMB,
As Attorney of Record for International Union of Mine, Mill and Smelter Workers.

(S.) HORACE C. WILKINSON,
As Attorney of Record for Unit No. 8, Brotherhood of Miners of Captive Ore Mines of Alabama.

(S.) ALEXANDER E. WILSON, JR.,
(Alexander E. Wilson, Jr.)
Attorney, Tenth Region, National Labor Relations Board.

3927 JOINT EXHIBIT "A".

United States of America

Before the National Labor Relations Board
Tenth Region

In the matter of Republic Steel Corporation and International Union of Mine, Mill, and Smelter Workers.

Case No. X-C-548.

Stipulation.

It is hereby stipulated by and between Borden Burr, as Attorney of Record for Republic Steel Corporation, hereinafter referred to as the "Respondent", J. A. Lipscomb, as Attorney of Record for the International Union of Mine, Mill, and Smelter Workers, hereinafter referred to as the "Union", Horace C. Wilkinson, as Attorney of Record for Unit No. 8, Brotherhood of Miners of Captive Ore Miners of Alabama, hereinafter referred to as the "Brotherhood", respondent at all times denying it has committed any unfair labor practice as alleged in the complaint, as follows:

I.

That the stipulation heretofore entered into between the parties hereto and read into the record hereof on May 1st, 1940, and as the same appears in the official report of proceedings hereof, from Pages 1078 to 1085, both inclusive, shall be and the same hereby is amended in the following particulars:

(a) There shall be stricken from the preamble the words: "Subject to the approval of the Board".

(b) Section I(a) shall be changed so as to substitute for the following words:

"Every person named above who desires reemployment shall present himself at any time between the 13th day May, 1940, and the first day of June, 1940," the following words:

"Every person named above who desires reemployment shall present himself at any time within fifteen (15) days after the withdrawal with prejudice by the Union of the charges filed herein and the dismissal by the Board of the complaint filed herein".

(c) Section I(c) shall be changed so as to substitute for the following words:

"The Company shall, subject to medical examination, as above provided for, promptly not later than June 1, 1940"

the following words:

"The Company shall, subject to medical examination as above provided for, promptly and not later than fifteen (15) days after the said withdrawal with prejudice of said charges and said dismissal of said complaint".

(d) Section I(e) shall be changed so as to substitute for the following words:

"On or before the first day of June, 1940",

the following words:

"Within the time hereinabove provided for".

(e) Section II, Paragraph One, shall be changed so as to substitute for the following words:

"The Company shall pay to the Regional Director for the Tenth Region, National Labor Relations Board, in trust, the aggregate sum of Three Thousand One Hundred and Fifty Dollars ($3150.00), to be divided by him on or before June 1, 1940, among the individuals named in the paragraph above in such amounts as he shall determine; said aggregate amount to be in lieu of all back pay claimed by the persons named."

the following words:

"The Company shall promptly upon, and not later than three (3) days after the said withdrawal with prejudice of said charges and the said dismissal of said complaint, pay to the Regional Director for the Tenth Region, National Labor Relations Board, in trust, the aggregate sum of Three Thousand One Hundred and Fifty Dollars ($3,150.00), to be divided equally by him as soon as possible among the individuals named in Paragraph I above; said aggregate sum to be in lieu of all back pay claimed by the persons named."

(f) Section V shall be changed so as to substitute for the following words:

"The charges heretofore filed by the National Labor Relations Board shall be at once withdrawn, or, at the option of the Board, shall be used as a basis for an appropriate order carrying into effect the terms of this stipulation",

the following words:

"The charges heretofore filed with the National Labor Relations Board shall be at once withdrawn with prejudice

by the Union, and the complaint filed herein by the Board shall be dismissed by the Board."

(g) Section V shall be further changed by striking out the following words:

"In the event of the approval of the Board".

(h) Section VII shall be changed so as to substitute for the following words:

"This stipulation shall become effective only upon the approval of the said Board of the Stipulation this day executed by counsel and filed in this proceeding, and if not so approved it shall be withdrawn from the record without prejudice to the Board, or any of the parties, and the status of all shall be as if it had not been made."

the following words:

"This stipulation shall become effective only upon the withdrawal with prejudice by the Union of said charges and the dismissal by the Board of the complaint filed herein, and if said charges are not so withdrawn and said complaint so dismissed, it shall be withdrawn from the record without prejudice to the Board, or any of the parties, and the status of all shall be as if it had not been made."

II.

Except as wherein above amended, said stipulation as previously made between the parties and as read into the record on May 1, 1940, shall remain in full force and effect.

The undersigned attorneys stipulate that the stipulation as previously made on May 1st, 1940, and as then read into

the record and appearing in the official report of proceedings on pages 1078 to 1085, both inclusive, shall be modified and changed as above set forth, and with such changes shall be considered as if made on May 1, 1940, and as if appearing in the record at such time.

3931 REPUBLIC EXHIBIT No. 14.

Bessemer, Alabama, October 12, 1940.

In Re: Raimond Local No. 121, of the International Union of Mine, Mill and Smelter Workers, District No. Five, An Affiliate of the Bessemer Smelters Council.

Whereas, there now exists a controversy between this Local and the Republic Iron & Steel Company, at its mine near Bessemer, Alabama, and this controversy is of long standing and deals with the travel pay of our members employed by the above mentioned Company at its iron ore mines in its production and maintenance departments; and these employees are required to report at the mouth or collar of the mines at 6 o'clock A. M. in the morning for the purpose of being loaded into man-trips and others methods of entering the mines, they being under-ground workers; and at the mouth or collar of the mines are checked in at six o'clock and immediately given supplies, tools, equipment and instructions, and then they proceed to their working places, which is approximately 2 miles from the mouth or collar of the mines and down under ground, which requires and consumes approximately one hour's time before they then arrive at their usual working places; all of this time being spent on the premises of the Company, and after the men are checked in and given supplies, equipment and instructions then they proceed to their working places to perform their usual tasks, after which they return to the mouth or collar of the mines ar-

riving there about four o'clock in the afternoon, and are checked out, thus requiring the employees to be on the premises on duty and in the performance of their work for the Company ten (10) hours per day in the mines, totaling fifty hours per work week, and

Whereas, immediately after our Union was set up, and ever since that time, we have been protesting the travel pay of our members in this mine; and this controversy is based upon the time spent by our members on the premises of the Company each work week and being in excess of the hours required to work under the law, and as we understand it, in violation of the rules and law; and which time amounts to approximately 10 hours per work day, and employees affected by this condition numbering approximately 600. And we further believe that in view of the fact that the Fair Labor Standards Act was passed primarily for the purpose of reducing excessive required hours on the premises of the employer during any given work week, and

Whereas, the Fair Labor Standards Act is recognized and being complied with in many instances without any controversy on the part of the employers, but notwithstanding that fact and in the face of many rulings by the Wage & Hour Board supporting our position and conditions of work, we are still required by the said Company to be on the premises of the Company many hours in excess of the work week, and for which we receive no pay.

Therefore: Be it Resolved by this Local in regular meeting assembled that we authorize and request our local and National officers to immediately bring about a correction of these conditions and require the Company to immediately comply with the Fair Labor Standards Act from now on, and also require the Company to pay all back time since the effective date of this law.

And we further authorize our officers to bring this Resolution to the attention of the Hon. Robert P. Amis, Regional director of the Wage & Hour Division of the Department of Labor in Birmingham, Alabama, and also with Col. Philip B. Fleming, Administrator of the Wage & Hour Division of the Department of Labor, Washington, D. C. And our officers both local and National are further authorized to take such steps as may be necessary and expedient, by negotiations or suit, in order to bring about a speedy conclusion of this controversy.

Be it further resolved that copies of this Resolution be immediately forwarded to all interested parties.

This is to certify that the above is a true and exact copy of a Resolution unanimously adopted by Local No. .... in its regular meeting of October 12, 1940.

LOUIS TARRANT,
As President of Local #121 of
I. U. M. M. & S. W.

Attested by:
B. G. STEPHENS,
As Recording Secretary.

Seal I. U. M. M. & S. W. Raimund Local No. 121, Bessemer, Ala.

3934 REPUBLIC EXHIBIT 15.

Statement Period Ending.

..... Hours @ ....
..... Hours @ ....
..... Tons @ ....
..... Tons @ ....
Yards @ ....
Total Wages ....

F. O. A. B. Tax .....
Ala. Unemployment Tax .....
Cash Advance .....
Checks .....
Rent .....
Coal .....
Physician .....
Commissary A C .....
Change House .....
Brass Checks .....
Miners' Supplies .....
Hospital .....
Lights .....
Safety Lamp .....
Insurance .....

Total Deductions .....
Cash Pay Day .....

Republic Steel Corporation,
Birmingham District.

Raimund Mine.

Received payment .....
Bir. 211 10M-11-40.

The reverse of the sheet on which the above form is printed is carbonized, and the sheet is attached to the back of an envelope of the same size as the sheet, and on the back of which sheet is printed a form in all respects the same as the above form.

4022

SPAULDING MINE

REPUBLIC STEEL CORPORATION

N

REPUBLIC EXHIBIT NO. 16

Republic Ex #16
Case #5232-EC

4023
PLAINTIFF'S EXHIBIT NO. 7

UNITED STATES DEPARTMENT OF THE INTERIOR
Harold L. Ickes, Secretary
BUREAU OF MINES
R. R. Sayers, Director

IRON ORE, PIG IRON FERRO-ALLOYS, AND STEEL

BY ROBERT H. RIDGWAY AND H. W. DAVIS

Chapter from
MINERALS YEARBOOK 1940
REVIEW OF 1939



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1941

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ease return it to the Bureau of Mines, using the official mailing label on the last page

e sals by the Superintendent of Documents, Washington, D. C. - - - - Price 10 cents

This publication is a chapter from MINERALS YEARBOOK, 1940.
The complete volume, covering all mineral commodities, may be
purchased from the Superintendent of Documents.
Washington, D. C., for $2.00

IRON ORE, PIG IRON, FERRO-ALLOYS, AND STEEL

By Robert H. Ridgway and H. W. Davis[1]

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War-geared international economy drove world production of iron and steel to record or virtually record levels in 1939. Although other nations expanded their near-capacity activities of 1938, the major part of the world increase in 1939 was due to the gain in American output, which rose precipitously during the latter half of the year. Relatively small quantitative increases established new production peaks in Germany, Italy, Japan, the U. S. S. R., and the United Kingdom. Some of the gain in Germany, the second largest world producer and the largest producer in Europe, was due to territorial accession during 1939; but production in that country, even as formerly constituted, advanced despite some slowing down in certain Saar works during the first stages of the war. As a result of hostilities, output of iron and steel in several of the principal countries is under strict control and is oriented to armament and munitions, with little attention to civilian requirements. World production of pig iron (including ferro-alloys) and steel increased 23 percent and 24 percent, respectively, compared with 1938; domestic production of each increased 66 percent, and output of each in the rest of the world rose 10 percent. Of the total world output of pig iron and steel in 1939 the United States furnished about 32 and 35 percent, respectively, compared with the 23 and 27 percent in 1938. Since the depression the United States has been supplying a smaller proportion of the total world iron and steel production than formerly.

[1] Figures on imports and exports compiled by M. B. Price, of the Bureau of Mines, from records of the Bureau of Foreign and Domestic Commerce.

Salient statistics of iron ore, pig iron, ferro-alloys, and steel in the United States, 1938–39

	1938		1939	
	Gross tons	Value	Gross tons	Value
Iron ore:				
Production by—				
Districts:				
Lake Superior	21,308,410	(1)	41,679,608	(1)
Southeastern	4,325,729		6,011,420	
Northeastern	2,306,910		3,112,893	
Western	506,233		917,448	
	28,447,282	(1)	51,721,369	(1)
Mining methods:				
Open pit	[2] 14,705,349	(1)	[2] 32,741,636	(1)
Underground	[2] 13,741,933		[2] 18,979,733	
	28,447,282	(1)	51,721,369	(1)
Varieties:				
Hematite	[3] [4] 25,607,467	(1)	[3] [4] 47,756,770	(1)
Brown ore	363,146		586,372	
Magnetite	[4] [5] 2,476,221		[4] [5] 3,377,764	
Carbonate	448		463	
	28,447,282	(1)	51,721,369	(1)
Shipments (exclusive of ore for paint)	26,430,910	$74,322,405	54,820,589	$158,511,338
Average value per ton at mine		2.81		2.89
Stocks at mines Dec. 31	7,671,048	(1)	4,746,507	(1)
Imports	2,122,455	5,288,195	2,412,515	5,865,510
Exports	591,524	1,954,287	1,057,304	3,578,086
Pig iron:				
Production	18,582,322	(1)	31,075,914	(1)
Shipments	18,202,354	356,875,369	32,091,485	626,824,600
Average value per ton at furnaces		19.61		19.53
Imports	30,400	598,461	38,592	993,091
Exports	432,851	7,135,129	177,024	3,435,739
Ferro-alloys:				
Production	584,724	(1)	735,171	(1)
Shipments:				
Ferromanganese	223,720	19,144,884	296,631	24,137,211
Spiegeleisen	24,939	[3] 728,830	84,739	2,484,042
Ferrosilicon	163,775	7,999,661	343,822	16,850,356
Other varieties	51,678	14,586,138	115,970	32,684,979
	464,112	[3] 42,459,513	841,162	76,156,588
Imports:				
Ferromanganese	26,258	1,770,948	41,227	2,935,214
Spiegeleisen	17,248	625,480	38,264	1,329,814
Ferrosilicon	5,325	134,067	8,203	237,543
Steel production:				
Open hearth:				
Basic	25,691,963		42,704,197	
Acid	272,337		518,839	
Bessemer	1,880,661	(1)	2,999,952	(1)
Crucible	6		831	
Electric	505,024		918,810	
	28,349,991	(1)	47,141,709	(1)

[1] Figures not available. [2] Some underground included with open pit. [3] Revised figures.
[4] Small quantity of hematite included with magnetite.
[5] Small quantity of magnetite included with hematite.

As iron and steel manufacture the major implements of war, unsettled conditions in Europe and Asia dominated the iron-ore industry in 1939 and disturbed the usual routes of flow. Faced with problems of restricted imports and national self-sufficiency, certain European powers in recent years have focused their attention on development and treatment of low-grade ore bodies within their national boundaries. These activities were accelerated in 1939, particularly in Germany and the United Kingdom; even so, both countries still

depend heavily on foreign ore supplies. The supply of raw materials especially iron ore in Germany and England and to a smaller exten coal in France and Italy, is of utmost importance in maintaining th steel-production rate. The present international situation is fur nishing further impetus to the nationalistic spirit of self-sufficiency particularly as to iron and steel, in other nations.

In the first half of 1939 the domestic iron and steel industry maintained the gain of the last half of 1938, and steel operations were about 53 percent of capacity or slightly below those during the last quarter of 1938. During the latter half of 1939, however, production increased rapidly, amounting to nearly 5,500,000 tons in November or more than 93 percent of capacity compared with 62 percent in November, the peak month for 1938. Slightly more than one-third of the 1939 output was made in the final 3 months, when the production rate for steel ingots rose to new heights. At the close of 1939, activities were off a little but were still at a high rate (86 per-

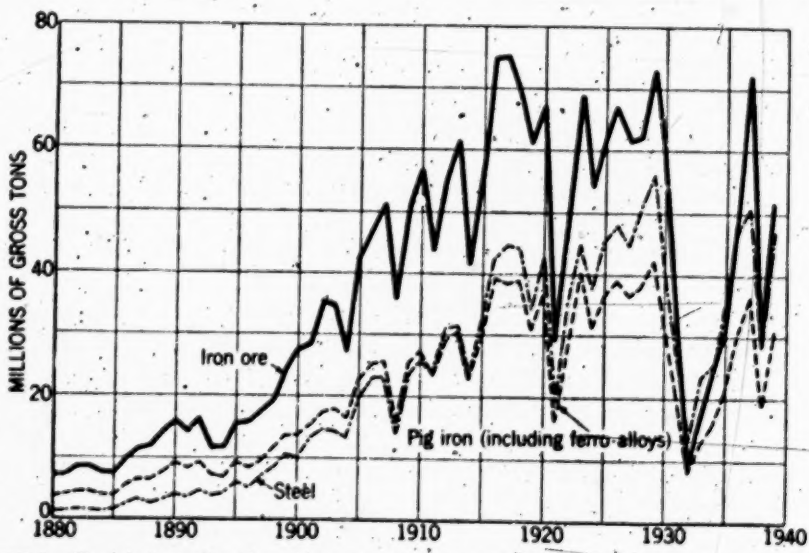


FIGURE 1.—Trends in production of iron ore, pig iron, and steel in the United States, 1880-1939.

cent of capacity for December); the average rate of production in the last quarter of 1939 was 89 percent compared with 51 percent in the second quarter. The average operating rate during 1939 was 64 percent compared with 40 percent in 1938. The producers of such mineral products as iron ore, manganiferous iron ore, fluorspar, fluxing stone, and coke, which depend on iron and steel furnaces for their chief market, felt the increased demand during the last half of 1939. Domestic production of iron ore, the principal raw material, increased 82 percent over 1938 but still was 21 percent under the 1925–29 average. Figure 1 shows the trends in domestic production of iron ore, pig iron, and steel for more than half a century.

A factor in the rise of domestic steel output in 1939 was the decision of consumers to change their inventory position. The advent of war in Europe created uncertainties that caused consumers of steel to rush to build up stocks of raw material. The automobile industry, with a strong fourth-quarter demand, was the largest consuming outlet for steel, taking about one-sixth of the total. Production of automobiles in 1939 increased 44 percent over 1938 and amounted to

3,577,058 units—still somewhat below the 5-million car year 1929. Although the farmer's cash income rose about 5 percent in 1939, the quantity of steel moving into this outlet was lower than in 1938. Exports of steel in 1939 increased over 1938 and were more than treble the quantity moving into agriculture. The relative quantity of steel used in containers, the third largest consuming outlet, was about the same in 1939 as in 1938.

The capital-goods industries expanded in 1939, and more steel was consumed in this outlet. Buying of equipment by the railroads rose sharply in September, and they participated in the business expansion of the fall when full utilization of capacity was approached. The problem of insufficient capacity of railroad equipment owing to the small outlays for new rolling stock during the last decade was brought into focus by the 1939 peak carloadings and heavy railway traffic. Recent replacements of rolling stock are designed for increased speed and efficiency, both for passenger and freight service. New freight cars made of low-alloy, high-strength steels increase capacity and lighten dead weight. Thus less steel may be used as a new unit replaces an old one. Large expenditures, however, will be necessary to correct the accumulated obsolescence.

The shipbuilding industry revived in 1939, and at the end of the year the total tonnage under construction in American shipyards was the highest since 1920. Activity increased in both private and Government yards on merchant and naval ships. The shipbuilding industry was bolstered by the acceleration of the building program of the Maritime Commission in September.

The construction industry had a better year in 1939 than in 1938, as activities continued to advance for the sixth consecutive year. Both public and private work contributed to the increase, with residential building especially active. Industrial and commercial building were only moderately higher in 1939 than in 1938, but increases were more pronounced after conditions changed in September. Despite the increase, total expenditures for construction in 1939 were less than three-quarters of those in the peak years 1926 to 1929; however, the physical volume and consumption of raw material, including steel, undoubtedly were greater as construction costs have changed during the last decade.

Continuing the movement of 1938, the price of steel products dropped during the first half of 1939 as demand weakened and the upturn of production late in 1938 flattened and receded. Price reduction during the first half of 1939 on nearly all steel products brought down the composite price of finished steel, as compiled by Iron Age, to 2.236 cents per pound in June from 2.286 cents at the beginning of the year. Recovery followed, and before the year ended there was frenzied buying of many products as consumers sought to fill their needs in advance because of fears that war would cause higher prices and delayed deliveries. At the beginning of the last quarter of 1939 the mills were generally sold out for the rest of the year, and prices advanced, the Iron Age average rising to 2.242 cents for November and 2.261 cents for December. The average for the year was 2.257 cents a pound. Pig-iron prices followed somewhat the same pattern, but buying during the earlier months was restricted by hold-over contracts. September saw a big "pick-up" in demand as prices advanced $1 to $2 a ton on most grades. The Iron Age com-

posite pig-iron price, which was $20.61 a long ton until the end of August, advanced $1 a ton in September and $1 more in October; it held the October level the rest of the year. Scrap prices, which had been fairly steady until September, rose 44 percent by early October but were off several dollars per ton during the rest of the quarter. The price of ferromanganese at seaboard was reduced $12.50 a ton, in January, but in September it was raised to $100 a ton. Spiegeleisen, which had been quoted at $28 during the year, also increased in price in September, that of the 19–21 percent manganese grade advancing to $32. The quotations on Lake ores for the 1939 season were unchanged from 1938.

Figure 2 gives trends in prices of iron ore, pig iron, steel, and steel scrap since 1890.

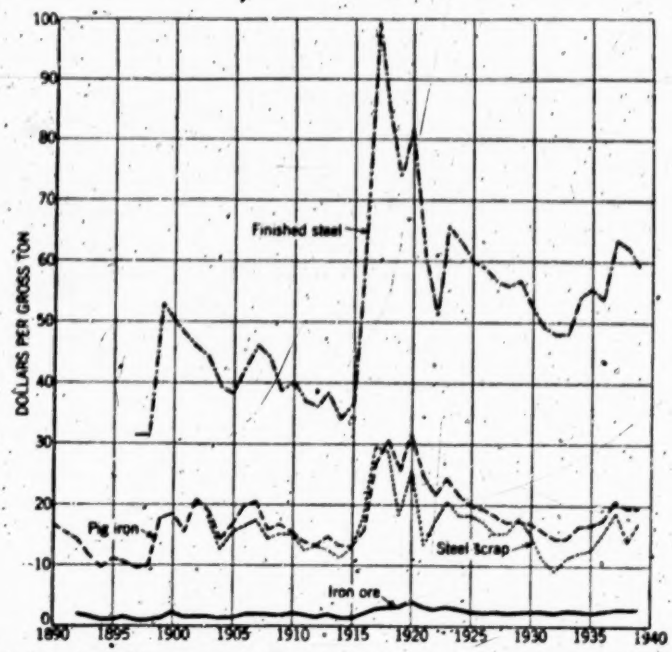


FIGURE 2.—Trends in prices of iron ore, pig iron, finished steel, and steel scrap, 1890-1939. The prices of iron ore and pig iron are the averages f. o. b. mines and furnaces, respectively, as reported to the Bureau of Mines; the price of finished steel is an average composite computed by American Metal Market; that of steel scrap is an average at Pittsburgh of No. 1 Heavy Melting, computed by Iron Age.

Employer-employee relationships, which have been receiving increased attention in recent years, were better in 1939 than in 1938 as employment rose to a higher level. As operations at plants increased there were steady gains in employment and earnings of wage earners during the year. According to the American Iron and Steel Institute average hourly earnings were 84 cents, the highest for any year in the history of the industry. Total pay rolls in the industry in 1939, according to the same source, were $810,000,000 compared with $600,000,000 in 1938. The contract entered into in March 1937 between the steel-manufacturing subsidiaries of the United States Steel Corporation and representatives of the Steel Workers Organizing Committee, one of the affiliates of the Congress of Industrial Organizations, as the collective bargaining agency for employees who were members of the Amalgamated Association of Iron, Steel, and Tinworkers of America, expired in February 1938. The agreement was renewed subject to change upon 10 days' notice from either party and

to termination if changes are not agreed to within 20 days of the notice. This affords an opportunity for adjustment of operations to varying economic conditions. Apparently, the agreement is working out satisfactorily to the parties concerned, as there have been no changes since the signing. There were no major strikes in the iron and steel industries in 1939, although the Bureau of Labor Statistics, United States Department of Labor, lists 57 strikes that began in 1939, which involved 14,466 workers and resulted in 212,760 man-days idle during the year; however, all of the strikes were minor in extent. The wages-and-hours law, which provided for a change from 25 to 30 cents in the hourly rate and a reduction of the workweek from 44 to 42 hours effective October 24, 1939, had little or no effect on the iron and steel industry.

The record rate of activity in the steel industry during the closing months of 1939 brought production to near capacity. As the rise was abrupt, little time was available for expansion, and problems of immediate production were paramount. Present steel making and finishing capacity can take care of any reasonable demands, and little new capacity was added in 1939. War orders might serve as an incentive to increase capacity; but industry, recalling events of the last war, is chary of making investments on this basis. Three blast-furnace stacks were remodeled during the year, and four stacks were dismantled, resulting in a decrease in blast-furnace capacity. Only one open-hearth furnace (Alton, Ill.) was added to capacity in 1939. Considerable capacity was added to finishing operations of the steel processes, thereby rounding out activities of various producers.

Imports of iron ore into the United States in 1939 increased 14 percent over 1938 and were equivalent to 5 percent of the domestic production. Imports of pig iron rose 27 percent but were equivalent to only 0.1 percent of the domestic output. Imports of ferro-alloys also increased owing to much larger receipts of ferromanganese and spiegeleisen, the latter having more than doubled the 1938 figure. Imports of iron and steel manufactures, although relatively small, gained 19 percent over the low total for 1938. Exports of iron and steel products, which are much higher than imports, likewise advanced, topping those of 1938 by 16 percent. Exports of pig iron amounted to 177,024 long tons and were much lower than in 1938, whereas exports of iron ore, largely to Canada, increased 79 percent. Exports of ferro-alloys were higher than in 1938 but still did not represent much tonnage. Although exports of scrap increased 20 percent over 1938, they were 13 percent below the 1937 total.

Import duties on a few minor iron and steel products were lowered in 1939 under the Trade Agreements Act of June 12, 1934. These changes, which were provided for in the new trade agreement with Canada signed November 17, 1938, became effective January 1, 1939, and superseded the agreement signed November 15, 1935. There were also some changes, including a reduction in the duty on low-phosphorus (0.04 percent and under) pig iron from $1.125 to $0.75 per long ton, in the trade agreement with the United Kingdom, which likewise was signed November 17, 1938, to become effective January 1, 1939. Chromite was bound on the free list in the Turkish Agreement signed April 1, 1939, to become effective May 5, 1939.

In connection with its studies on the concentration of economic power, the Temporary National Economic Committee held hearings on various phases of the iron and steel industry late in the year. Testimony was taken from men in the industry with a view to developing information on the competitive position of different factors of the industry.

CONSUMPTION OF FERROUS SCRAP AND PIG IRON

Data on the consumption of ferrous scrap and pig iron, formerly included in this chapter, will be found in the chapter on Iron and Steel Scrap. Data on the consumption of pig iron will be found in the pig-iron section of this chapter.

IRON ORE

Production and shipments.—Mining of iron ore in the United States experienced the second best year since 1930. Production amounted to 51,721,369 gross tons, a gain of 82 percent over 1938 but 21 percent under the 1925-29 average. Output in 1939 came from 208 mines (this figure does not include an undetermined number of small operations whose aggregate output is only a fraction of 1 percent of the total), of which 11 produced more than 1 million tons each compared with 172 mines having only 4 in the million-ton class in 1938. Sixteen States were active producers in 1939 as well as in 1938. Minnesota, with 31,547,704 tons, supplied 61 percent of the domestic total, and Michigan, with 9,159,222 tons or 18 percent, was the second largest producer. These two States and Wisconsin (972,685 tons or 2 percent) constitute the Lake Superior region, which furnished 81 percent of the domestic total. Of the 1939 total, about three-fifths came from open-pit operations compared with about one-half in 1938. Shipments of iron ore likewise were much larger in 1939, amounting to 54,820,589 gross tons, an increase of 107 percent over 1938 but 18 percent less than the 1925-29 average. The greater part of the iron ore mined in the United States is used in the manufacture of iron and steel, but 56,763 tons of domestic ore were shipped in 1939 for other uses as follows: Cement, 33,140 tons; paint, 12,235 tons; ferromagnesite, 3,000 tons; flux at nonferrous smelters, 6,640 tons; and other industries, 1,748 tons.

The quantities of iron ore shown in the following tables include ore that was beneficiated—that is, treated in any way—as well as ore that did not require treatment. Although included in the figures on production, the iron ore sold for the manufacture of paint—12,235 tons in 1939 valued at $66,817 ($5.46 a ton) compared with 9,694 tons in 1938 valued at $44,249 ($4.56 a ton)—is not included in shipments from mines. The output of manganiferous ore that contained 5 to 35 percent manganese also is not included; 709,247 tons, valued at $2,148,321, were shipped in 1939 compared with 308,860 tons, valued at $858,356, in 1938. Moreover, the statistics do not include iron sinter recovered from the roasting of domestic pyrites concentrates in Tennessee.

Iron ore mined in the United States in 1939, by States and varieties, in gross tons

[Exclusive of ore containing 5 percent or more manganese]

State	Number of active mines	Hematite	Brown ore	Magnetite	Carbonate	Total
Alabama	58	5,445,868	514,639			5,960,507
California	4	[1] 17,173		(1)		17,173
Georgia	10	7,867	18,219	247		26,333
Michigan	36	9,159,222				9,159,222
Minnesota	65	31,547,701				31,547,701
Missouri	[2] 12	9,824	29,415			39,239
New Jersey	4			399,289		399,289
New York	4	(3)		[2] 2,713,141	463	2,713,604
Pennsylvania	2					
South Dakota	1		300			300
Tennessee	[2] 2	781	23,799			24,580
Virginia	2					
Utah	2			262,087		262,087
Washington	3	7,757		3,000		10,757
Wisconsin	2	972,685				972,685
Wyoming	1	587,892				587,892
Total: 1939	[2] 208	[1] [2] 47,756,770	586,372	[1] [2] 3,377,764	463	51,721,369
1938	[2] 172	[1] [2] 25,607,467	363,146	[1] [2] 2,476,221	448	28,447,282

[1] Small quantity of magnetite included with hematite.
[2] Excludes an undetermined number of small pits. The output of these pits is included in the tonnage given.
[3] Small quantity of hematite included with magnetite.

Quantity and tenor of iron ore mined in the United States, 1938–39, by States and mining methods

State	1938				1939			
	Open pit (gross tons)	Underground (gross tons)	Total		Open pit (gross tons)	Underground (gross tons)	Total	
			Gross tons	Iron content, natural (percent)			Gross tons	Iron content, natural (percent)
Alabama	332,717	3,970,612	4,303,329	36.36	533,665	5,426,842	5,960,507	36.42
California	28,380		28,380	55.07	17,173		17,173	56.40
Georgia	8,944	277	9,221	39.33	26,333		26,333	47.91
Michigan	686,981	5,317,330	6,004,311	52.23	1,246,550	7,912,672	9,159,222	51.68
Minnesota	[1] 11,195,117	[1] 3,254,187	14,449,304	52.31	27,639,063	3,908,638	31,547,701	52.43
Missouri	27,409	1,135	28,544	51.33	37,989	1,250	39,239	52.51
New Jersey		185,639	185,639	63.24		399,289	399,289	63.32
New Mexico	1,826		1,826	61.11				
New York	[1] [2] 2,121,271	(3)	2,121,271	67.10	[2] 2,713,604	(3)	2,713,604	66.85
Pennsylvania				42.76				40.15
Tennessee	13,179		13,179	47.15	24,580		24,580	46.41
Virginia				52.53				53.26
Utah	167,933		167,933	54.11	262,087		262,087	53.18
Washington	1,825	1,730	3,555	39.41	8,326	2,431	10,757	44.48
Wisconsin		854,795	854,795	53.26		972,685	972,685	53.10
South Dakota					300		300	53.22
Wyoming	119,767	156,228	275,995	52.80	231,966	355,926	587,892	
	[1] [2] 14,705,349	[1] [2] 13,741,833	28,447,282	49.55	[2] 32,741,636	[2] 18,979,733	51,721,369	50.28

[1] Revised figures.
[2] Some underground included with open pit.

Iron ore mined in the United States, by mining districts and varieties in 1939, in gross tons

[Exclusive of ore containing 5 percent or more manganese]

District	Hematite	Brown ore	Magnetite	Carbonate	Total
Lake Superior	41,679,608				41,679,608
Birmingham	5,443,372	291,316			5,734,688
Chattanooga	11,144	97,467	247		108,858
Adirondack and Cornwall			[1] 2,713,141		[1] 2,713,141
Northern New Jersey			399,289		399,289
Other districts	[1] [2] 622,646	197,589	[2] 265,087	463	[1] 1,085,785
	[1] [2] 47,756,770	586,372	[1] [2] 3,377,764	463	51,721,369

[1] Small quantity of hematite from "Other districts" included with magnetite from Adirondack and Cornwall districts.
[2] Small quantity of magnetite included with hematite.

Iron ore shipped from mines in the United States, 1938–39, by States

[Exclusive of ore containing 5 percent or more manganese and ore sold for paint]

State	1938		1939	
	Gross tons	Value	Gross tons	Value
Alabama	4,281,332	$7,341,620	5,985,208	$9,971,024
California	28,378	(1)	17,173	(1)
Georgia	9,221	11,375	25,846	51,078
Michigan	4,092,902	13,139,823	11,238,605	37,026,665
Minnesota	14,535,744	44,361,534	32,370,241	97,113,591
Missouri	20,671	31,514	36,638	53,839
New Jersey	139,890	760,929	394,709	1,865,037
New Mexico	1,826	(1)		
New York, Pennsylvania, Tennessee, Virginia	2,232,837	5,867,320	2,693,856	7,403,750
Utah	13,456	(1)	23,739	(1)
Washington	169,947	(1)	262,087	(1)
Wisconsin	3,333	(1)	10,747	44,188
Wyoming	625,378	1,886,477	1,173,828	3,526,980
Undistributed	275,995	(1)	587,892	(1)
		[2] 921,813		[2] 1,455,186
	26,430,910	74,322,405	54,820,589	158,511,338

[1] Included under "Undistributed."
[2] Includes value for States entered as "(1)."

Principal mines.—The importance of large mining units in the iron-mining industry is shown by the fact that 11 yielding more than 1,000,000 tons each produced about half the entire output in 1939. In years of heavy demand this situation is more pronounced, thus concentration of production was greater in 1939 than in 1938, when 13 mines yielding more than 500,000 tons each furnished about half the output. Of the eleven 1-million-ton producers in 1939, 9 were in Minnesota (all on the Mesabi range), with 1 each in Alabama and Pennsylvania. Only 4 contributed a million tons or more in 1938. Of the 11 principal producers in 1939, 7 were open pits; 1 was operated by underground methods, and 3 were combinations. Except for 1 mine that produced magnetite, all principal mines produced hematite.

Iron-ore mines of the United States in 1939, by size of output

Name of mine	State	Nearest town	Range or district	Mining method	Gross tons
Hull-Rust-Burt-Sellers group	Minnesota	Hibbing	Mesabi	Open pit	5,389,179
Red Mountain group	Alabama	Bessemer	Birmingham	Underground	3,350,184
Missabe Mountain	Minnesota	Virginia	Mesabi	Open pit	2,739,250
Mahoning	do	Hibbing	do	do	2,525,921
Hill Annex	do	Calumet	do	do	2,166,603
Adams-Spruce group	do	Eveleth	do	Combination	1,606,295
Minnewas	do	Virginia	do	Open pit	1,393,281
Morris	do	Hibbing	do	Combination	1,183,718
Hill-Trumbull	do	Marble	do	Open pit	1,019,673
Frazer	do	Chisholm	do	do	1,000,317
Woodward No. 3	Alabama	Bessemer	Birmingham	Underground	885,223
Mesabi Chief	Minnesota	Nashwauk	Mesabi	Open pit	839,325
Hartley-Burt	do	Chisholm	do	do	809,505
Montreal	Wisconsin	Montreal	Gogebic	Underground	808,973
Raimund Nos. 1 and 2	Alabama	Bessemer	Birmingham	do	692,473
Susquehanna	Minnesota	Hibbing	Mesabi	Open pit	618,639
Grant	do	Buhl	do	do	601,118
Sunrise	Wyoming	Sunrise	Hartville	Combination	587,892
Biwabik	Minnesota	Biwabik	Mesabi	Open pit	575,740
Morrison	do	Coleraine	do	do	569,378
Webb	do	Hibbing	do	Combination	564,781
Pioneer	do	Ely	Vermilion	Underground	555,127
Godfrey	do	Chisholm	Mesabi	do	554,454
Negaunee	Michigan	Negaunee	Marquette	do	551,362
Anvil-Palms-Kewee-naw	do	Bessemer	Gogebic	do	533,027
Sloss Nos. 1 and 2	Alabama	do	Birmingham	do	528,962
Maas	Michigan	Negaunee	Marquette	do	520,944
Leonidas	Minnesota	Eveleth	Mesabi	do	508,360
Output of 28 [1] mines producing more than 500,000 tons each					[1] 33,649,704
Output of 10 [1] mines producing between 400,000 and 500,000 tons each					[1] 5,945,198
Output of 10 mines producing between 300,000 and 400,000 tons each					3,340,130
Output of 11 mines producing between 200,000 and 300,000 tons each					2,762,501
Output of 28 mines producing between 100,000 and 200,000 tons each					4,181,991
Output of 17 mines producing between 50,000 and 100,000 tons each					1,216,178
Output of 104 [2] mines producing less than 50,000 tons each					625,667
Grand total of United States (208 [2] mines)					51,721,369

[1] Output of 1 mine producing more than 500,000 tons included with mines producing between 400,000 and 500,000 tons each.

[2] Excludes an undetermined number of small pits. The output of these pits is included in the tonnage given.

Beneficiation.—Beneficiation of iron ore was reported at 51 mines in 8 States compared with 43 mines in 7 States in 1938. At many mines the ore is crushed and screened to improve its structure, but ore so improved is not included in the statistics on beneficiated ore. Some iron ore is recovered in the form of dust from blast furnaces; data on ore so recovered, however, have been accounted for previously in shipments from mines.

Beneficiated ore shipped from domestic mines in 1939 increased 95 percent over 1938 and comprised 17 percent of the total shipments in 1939 compared with 18 percent in 1938.

Beneficiated iron ore shipped from mines in the United States, 1938–39

[Exclusive of ore containing 5 percent or more manganese and of ore sold for paint]

State	Variety	1938		1939	
		Gross tons	Value	Gross tons	Value
Alabama	Brown ore	263,766	$605,226	471,054	$995,860
Georgia	do			11,840	21,312
Minnesota	Hematite	2,805,906	8,150,937	6,658,596	18,082,918
New Jersey	Magnetite	139,890	760,929	321,037	1,438,902
New York	do	1,613,602	4,443,421	1,933,404	5,869,653
Pennsylvania	do				
Tennessee	Brown ore	13,181	34,542	23,367	52,848
California	Magnetite				
		4,836,435	13,995,055	9,419,298	26,461,493

The quantity of crude ore beneficiated in the Lake Superior district (all in Minnesota) in 1939 totaled 10,194,506 gross tons and the beneficiated ore recovered 6,170,779 tons—a ratio of 1.652 to 1. In 1938 the crude ore treated totaled 5,112,485 tons and the beneficiated ore recovered therefrom 2,999,464 tons—a ratio of 1.704 to 1. Most of the concentration in this district is done by washing, but a few plants are equipped with jigs. Processes have been described by Zappfe and Hunner.[2] Most of the concentrated ore shipped from Minnesota is obtained in the treatment of wash ores from the western end of the Mesabi range which yield 65 percent concentrates and 35 percent tailings containing about 22 percent iron. Preliminary tests of a limited number of samples indicate that wash ore tailings are amenable to concentration by flotation[3] and that a merchantable commodity can be produced.[4] Improved concentration of low-grade ores is being given increased attention.

In recent years a process has been developed on the Mesabi range for roasting ore to the magnetic state and concentrating it on magnetic separators.[5] More recently heavy-density separation has been developed by Butler Bros. at the Harrison plant on the Mesabi range. The aim is to make a high-grade concentrate rather than a clean tailing. Finely ground ferrosilicon is used as a suspension medium in two 7½-foot-diameter cone separators that have a surprisingly large capacity. The material treated passes 1¼-inch but is retained on 4-mesh.[6] The ferrosilicon adhering to the concentrate and tailing is washed off on screens, thickened, passed through a magnetizing coil, and recovered by Crockett magnetic separators; it is then demagnetized and reused. The rated capacity of the plant is 160 tons of feed per hour to each cone, or a total of 320 tons per hour.[7] Experiments are being conducted on heavy-medium concentration of materials finer than 4-mesh.

[2] Zappfe, Carl, and Hunner, E. E., Preparation for Market Requirements, Shipment and Reduction: Lake Superior Iron Ores, chap. 6, Lake Superior Iron Ore Assoc., Cleveland, 1938, pp. 77–84.
[3] Searles, John N., Some Tests with Flotation on Mesabi Wash-ore Tailings: Eng. and Min. Jour., vol. 139, No. 6, June 1938, pp. 42–44.
[4] Counselman, T. B., Dollars in Current Tailings of Mesabi Washing Plants: Eng. and Min. Jour., vol. 140, No. 4, April 1939, pp. 34–36.
[5] Craig, J. J., Magnetic Concentration on the Mesabi Makes Progress: Eng. and Min. Jour., vol. 139, No. 1, January 1938, pp. 48–52.
[6] Engelmann, E. W., Concentration and Milling: Min. and Met., vol. 21, No. 397, January 1940, p. 37.
[7] Rudolph, J., Iron-ore Beneficiation: Eng. and Min. Jour., vol. 141, No. 2, February 1940, pp. 83–84.

The first concentration plant to be erected on the Vermilion range is under construction. The plant will treat ore left in underground workings by earlier operators.

Wet magnetic methods will replace dry magnetic machines in the new mill in the Mineville-Port Henry district of New York. In the Birmingham (Ala.) district the Tennessee Coal, Iron & Railroad Co. has under way a central ore conditioning and sintering plant. The Bureau of Mines continued its work on milling of the red iron ores and ferruginous sandstones of the Birmingham area by scuffing. Results indicate possible commercial application, and plans were materializing rapidly for installation of a plant incorporating this innovation.[8] Application of this principle to ferruginous sandstones that are low in phosphorus may result in production of a commodity useful in acid steel processes.

Beneficiated ore comprised a slightly smaller part of the total shipments in 1939. As pressure for production increases, a relatively larger proportion of the total comes from direct shipping ores. Thus in 1939 the percentage of beneficiated ore was about the same as in 1937, a year of very high production. Furthermore, in 1939, the immediate need for a high tonnage late in the year also favored production of the more easily obtainable direct shipping ores. Data for recent years are shown in the following table, and corresponding statistics for 1914 (the first year for which they were gathered) to 1929 are given in Mineral Resources, 1930. Data for 1930 to 1934, inclusive, are given in Minerals Yearbook, 1935.

Iron ore shipped from mines in the United States, 1925–29 (average) and 1935–39, in gross tons, and percentage of beneficiated ore compared to the total shipped.

[Exclusive of ore containing 5 percent or more manganese and of ore sold for paint]

Year	Beneficiated	Total	Percentage of beneficiated to total	Year	Beneficiated	Total	Percentage of beneficiated to total
1925–29 (ave.)	8,653,590	66,697,126	13.0	1937	12,350,136	72,347,785	17.1
1935	6,066,601	33,426,486	18.1	1938	4,836,435	26,430,910	18.3
1936	9,658,699	51,465,648	18.8	1939	9,419,298	54,820,589	17.2

Average value.—The average value per gross ton of iron ore at the mines was $2.89 in 1939 compared with $2.81 in 1938.

The table that follows gives the average value at the mines of the different classes of iron ore in 1938–39 for each of the producing States or groups of States, except where there are fewer than three shippers of a certain variety of ore in a State and permission was not given to publish the value. These data are taken directly from statements of producers and probably represent the commercial selling prices only approximately, as not all reports are comparable. Some evidently include mining costs only; others contain, in addition, the cost of selling and insuring the ore; others include an allowance for a sinking

[8] Dean, R. S., Annual Report of the Metallurgical Division. Progress Report 34: Bureau of Mines Rept. of Investigations 3480, January 1940, pp. 67–69.

fund; and still others comprise only costs charged against blast furnaces. None of the reports, however, is supposed to include freight charges.

Average value per gross ton of iron ore at mines in the United States, 1938–39

[Exclusive of ore containing 5 percent or more manganese and of ore sold for paint]

State	Hematite		Brown ore		Magnetite	
	1938	1939	1938	1939	1938	1939
Alabama	$1.67	$1.62	$2.34	$2.16		
Georgia		2.53	1.23	1.74		(1)
Michigan	3.21	3.29				
Minnesota	3.05	3.00				
Missouri	1.51	2.14	(1)	(1)		
New Jersey					$5.44	$4.73
New York					2.63	2.75
Pennsylvania						
Wisconsin	3.02	3.00				
Other States [2]	1.35	1.13	2.49	2.42	2.76	2.83
	2.82	2.89	2.31	2.12	2.79	2.99

[1] Less than 3 producers; permission to publish not given, therefore value may not be shown.
[2] 1938: California, New Mexico, Tennessee, Utah, Virginia, Washington, and Wyoming; 1939: California, Tennessee, Utah, Virginia, Washington, and Wyoming.

Consumption.—The production of 31,075,914 gross tons of pig iron in 1939 required 53,422,383 tons of iron and manganiferous iron ores, 3,735,132 tons of mill cinder and roll scale, and 721,286 tons of purchased scrap, an average of 1.862 tons of metalliferous materials (exclusive of home scrap and flue dust) per ton of iron made.

The greater part of the iron ore used in Alabama furnaces in 1939 was hematite, chiefly from mines in Jefferson County, but some came from Etowah and St. Clair Counties. Considerable brown ore, iron sinter, pyrite ash, and imported iron ore and manganese ore and small quantities of domestic manganese-bearing ores were used. The brown ore originated chiefly in mines of the Birmingham and Russellville districts, Alabama. In addition to the iron sinter (sintered pyrite ash) from Tennessee, considerable pyrite ash was shipped to Birmingham in 1939 from acid plants in other Southern States. The pyrite from which the ash was made was of both domestic and foreign origin. The domestic manganese-bearing ores came chiefly from Alabama, Arkansas, Georgia, and Tennessee. Imported manganese-bearing ores came from Cuba. In 1939 Alabama furnaces consumed an average of 2.440 tons of ore in making 1 ton of pig iron, the highest average for any State.

Maryland furnaces consumed considerable domestic ore in 1939, in addition to ores from Africa, Australia, Brazil, Chile, Cuba, and Sweden. These furnaces used an average of 1.544 tons of ore per ton of pig iron; however, they used proportionately more cinder, scale, and scrap than furnaces in any other State except Minnesota.

Illinois, Indiana, Kentucky, Michigan, Minnesota, and West Virginia blast furnaces handled Lake Superior iron ore and manganiferous iron ore exclusively. Kentucky furnaces had the lowest consumption of metal-bearing material per ton of iron.

In New York the furnaces in the Buffalo district used ore chiefly from the Lake Superior district, as well as considerable magnetite from New York, and the furnace at Standish consumed magnetite from the Chateaugay mine at Lyon Mountain, N. Y.

Blast furnaces in Ohio consumed considerable magnetite from New York, hematite and brown ore from Missouri, and some ore from Africa, in addition to ore from the Lake Superior district.

Virtually all the ore consumed in western Pennsylvania furnaces came from the Lake Superior district. Those in the eastern part of the State used some Lake ores; magnetite ores from Pennsylvania New Jersey, and New York; and considerable ore from Africa, Australia, Chile, Cuba, Sweden, and the U. S. S. R.

The Pueblo (Colo.) blast furnaces handled hematite from the Sunrise mine in Wyoming and manganese-bearing ores, chiefly from Colorado and New Mexico.

The Provo (Utah) furnace treated chiefly semialtered magnetite from the Iron Mountain mine near Cedar City, Utah, and manganese-bearing ores from Idaho and Utah.

The Tennessee furnace used Tennessee brown ore and iron sinter.

Iron ore and other metallic materials consumed and pig iron produced in 1939, by States, in gross tons

State	Metalliferous materials consumed				Pig iron produced, exclusive of ferro-alloys	Materials consumed per ton of iron made		
	Iron and manganiferous iron ores		Cinder, scale, and purchased scrap	Total		Ores	Cinder, scale, and purchased scrap	Total
	Domestic	Foreign						
Alabama	6,381,465	14,551	97,621	6,493,637	2,621,268	2.440	0.037	2.477
Illinois	4,577,855		300,040	4,877,895	2,650,541	1.727	.113	1.840
Indiana	5,680,528		479,053	6,159,581	3,309,903	1.716	.145	1.861
Kentucky	332,172		45,279	377,451	231,494	1.435	.196	1.631
Maryland	641,020	2,114,937	360,579	3,116,536	1,784,959	1.544	.202	1.746
Michigan	1,546,733		157,896	1,704,629	963,946	1.604	.164	1.768
Minnesota	314,621		38,012	352,633	176,699	1.781	.215	1.996
New York	3,515,369	582	142,452	3,658,403	2,046,447	1.718	.070	1.788
Ohio	11,739,847	7,395	1,089,897	12,837,139	7,216,278	1.628	.151	1.779
Pennsylvania	14,129,449	100,291	1,654,169	15,883,909	8,730,118	1.630	.189	1.819
West Virginia	1,272,943		54,549	1,327,492	750,016	1.697	.073	1.770
Undistributed[1]	1,028,338	24,287	36,871	1,089,496	594,245	1.771	.062	1.833
	51,160,340	2,262,043	4,456,418	57,878,801	31,075,914	1.719	.143	1.862

[1] Includes Colorado, Iowa, Massachusetts, Tennessee, and Utah.

Foreign iron and manganiferous iron ore consumed in the manufacture of pig iron in the United States, 1938–39, by sources of ore, in gross tons

Source of ore	1938	1939	Source of ore	1938	1939
Africa	8,711	47,084	Newfoundland		19,479
Asia	108	1,133	Norway		271
Australia	61,473	54,941	Sweden	4,215	7,718
Brazil	9,597	12,917	U. S. S. R.	77	54
Chile	1,232,156	1,841,797	Undistributed	16,203	4,317
Cuba	175,044	272,332			
				1,507,584	2,262,043

Stocks at mines.—During 1939 stocks at the mines declined 38 percent from 1938 and at the end of the year were the lowest since 1907.

Stocks of iron ore at mines, Dec. 31, 1938–39, by States, in gross tons

State	1938	1939	State	1938	1939
Alabama	27,506	2,805	North Carolina	200	200
Michigan	5,209,847	3,384,077	Pennsylvania	79,125	95,492
Minnesota	1,728,263	986,467	Virginia	3,086	3,126
Missouri	4,523	2,207	Washington	255	265
New Jersey	95,093	99,674	Wisconsin	356,579	168,939
New York	16,571	13,255		7,611,048	4,746,507

Foreign trade.—Imports of iron ore in 1939 increased 14 percent over 1938. Chile continued to be the chief source of imports into this country, furnishing 66 percent of the 1939 total, while Cuba and Sweden supplied 11 percent each. In addition to the figures in the following table, 266 tons of dross or pyrites ash were imported from Canada in 1939.

Iron ore imported for consumption in the United States, 1937–39, by countries, in gross tons

Country	1937		1938		1939	
	Gross tons	Value	Gross tons	Value	Gross tons	Value
Algeria	3,700	$17,424	7,480	$32,170	7,000	$25,167
Australia	79,588	137,444	82,827	138,614	16,520	30,184
Brazil	11,000	26,620	9,650	44,170	16,700	68,267
British West Africa (other)					11,540	55,677
Canada	5,046	44,156	875	26,441	23,275	129,251
Chile	1,438,886	2,608,693	1,577,750	2,853,060	1,586,625	2,824,252
China					10	22
Cuba	441,500	1,065,929	148,701	357,730	269,866	596,318
India, British	845	10,567				
Iran (Persia)	3,385	55,713	5,648	90,969	110	5,207
Mexico	4,183	9,613			1,722	3,319
Newfoundland and Labrador	45,080	115,804			14,450	41,185
Norway	252,657	919,936	75,625	394,705	199,966	845,355
Philippine Islands	350	4,200			22	230
Sweden	150,233	796,953	213,616	1,339,393	264,353	1,227,864
U. S. S. R.	5,100	8,466				
United Kingdom	516	20,116	228	10,131	356	13,214
Yugoslavia			55	812		
	2,442,069	5,841,637	2,122,455	5,288,195	2,412,515	5,865,510

Exports of iron ore from the United States totaled 1,057,304 gross tons valued at $3,578,086 ($3.38 a ton) in 1939 compared with 591,524 tons valued at $1,954,287 ($3.30 a ton) in 1938. Of the 1939 total, 1,032,635 tons went to Canada.

Mining in Cuba.—Shipments of iron ore from Cuba to the United States increased 84 percent in 1939 over 1938. The 1939 total of 279,133 gross tons included 164,210 tons of hematite carrying (dried) 54.90 percent iron and 72,204 tons of siliceous ore carrying (dried) 31.05 percent iron from the Daiquiri-Juragua mines on the southern coast and 42,719 tons of nodulized brown ore carrying (dried) 54.52 percent iron from the Mayari mines near the northern coast. The Mayari mine was nonproductive in 1939.

The total stock of ore reported on hand was 164,059 gross tons at the end of the year compared with 170,044 at the end of 1938.

The following table shows shipments of iron ore from Cuba since the mines were opened in 1884. The statistics on shipments of Cuban iron ore are collected by the Bureau of Mines.

Iron ore shipped from mines in the Province of Oriente, Cuba, 1884–1939, in gross tons

Year	Juragua (hematite and magnetite), Daiquiri (hematite and a little magnetite)	Sigua (hematite)	Mayari (brown ore)	Güamá (hematite)	El Cucro (hematite)	Total
1884–1937	[1] 21,784,498	20,438	3,847,577	41,241	903,103	26,596,857
1938	141,212		10,887			152,099
1939	236,414		42,719			279,133
	22,162,124	20,438	3,901,183	41,241	903,103	27,028,089

[1] Of this quantity, 5,932 tons were sent to Pictou, Nova Scotia, and 64,228 tons to other ports outside of the United States.

REVIEW OF LAKE SUPERIOR DISTRICT

Production and shipments.—Activities in the Lake Superior district (the principal producing district) were at a much higher rate, particularly during the closing months of 1939. The season began at about the level of 1938, but the quick rise in iron and steel output during the latter half of the year caused much greater demand for iron ore. Over three-fourths (81 percent in 1939) of the domestic output comes from the Lake Superior region, where in the third quarter of 1939 mine schedules were revised upward on short notice and immediately available lake transportation capacity was pressed into service. Monthly shipments down the Lakes, the main artery of iron-ore movement, reached high levels. As much of the lake ore comes from the Mesabi range (71 percent in 1939) where open-pit operations predominate, great flexibility in output is attained and increases of considerable magnitude are possible on short notice. The mild fall weather and the late closing of navigation permitted revised requirements to be filled from a lake movement of 45,000,657 tons of iron ore and manganiferous iron ore compared with 19,263,886 tons in 1938. More ore could have moved if the season had been longer, but the tonnage shipped was sufficient to raise combined stocks at furnaces and lower Lake ports at the end of the season above those on hand at the end of the 1938 season, notwithstanding the fact that consumption was at a much higher rate. Shipments of ore from the Lake Superior district totaled 44,849,573 gross tons (44,197,610 gross tons of iron ore and 651,963 tons of manganese-bearing ores containing 5 percent or more manganese) compared with 19,546,835 tons (19,254,171 tons of iron ore and 292,664 tons of manganese-bearing ore containing 5 percent or more manganese) in 1938. The iron-ore-shipment figures given above include 872 tons of paint ore in 1939 and 147 tons in 1938.

Production in the Lake Superior region in 1939 increased 96 percent over 1938 but was considerably below the record. The district fur-

nished 81 percent of the United States total compared with 75 percent in 1938, thereby regaining part of the ground lost to other districts, particularly the Birmingham district, in 1938. Several ranges contributed to the district total. The Mesabi was the largest producer, furnishing 71 percent of the district output and 57 percent of the United States total. The output by ranges is shown in the following table. After 1905 the figures do not include manganiferous iron ore containing 5 percent or more manganese.

Iron ore mined in the Lake Superior district, 1854–1939, by ranges, in gross tons

[Exclusive after 1905 of ore containing 5 percent or more manganese]

Year	Marquette	Menominee	Gogebic	Vermilion	Mesabi	Cuyuna	Total
1854–1937	194, 940, 914	181, 565, 297	206, 589, 891	64, 802, 561	1, 030, 463, 863	25, 170, 759	1, 703, 533, 285
1938	2, 686, 713	1, 283, 563	2, 888, 850	912, 505	13, 256, 605	260, 194	21, 308, 410
1939	3, 906, 195	1, 921, 704	4, 304, 008	1, 400, 341	20, 522, 227	625, 133	41, 679, 608
	201, 533, 822	184, 770, 564	213, 782, 729	67, 135, 407	1, 973, 242, 695	26, 056, 086	1, 766, 521, 303

In 1939, 69 percent of the ore produced on the iron ranges of the Lake Superior district came from open-pit mines. A large part of the open-pit production originates in operations on the Mesabi range, which in 1939 supplied 65 percent of the open-pit ore mined in the district. There is no open-pit mining in Wisconsin and relatively little in Michigan. In addition to the output on the Mesabi range, there is some open-pit production in Minnesota on the Cuyuna range.

Recent years have witnessed significant changes in open-pit mining practice in the iron country.[9] The use of small tractor shovels, tractors, wagons, scrapers, scraper hoists, heavy trucks, and conveyors continued to expand in 1939. In May 1939, six trucks were received at the Mahnomen mine on the Cuyuna range to replace railroad haulage. These trucks[10] are four-wheeled, with 13.50-inch by 24-inch dual tires on the rear and 12-inch by 24-inch tires on the front. The gross load capacity is 62,000 pounds and the payload capacity 36,000 pounds. The average load per truck was 12.9 long tons in 1939. The 9-cubic yard water-level-capacity body is carried over the rear axles, is rear dump and scoop-ended, and is raised and lowered by a horizontal double-acting hydraulic cylinder through rocker arms. The oil-burning engine delivers 185 horsepower, and the trucks move 8 to 10 miles per hour up an 8-percent grade when loaded. The average haul at the Mahnomen mine was 0.73 mile loaded and 0.70 mile empty; the ore was elevated an average of 206 feet. For the 304,168 tons hauled during 1939 the total ton-mile cost was $0.0644.[11]

Of interest in 1939 was the shipments from the Michipicoten range in Ontario, Canada. Although this output is not included in Bureau production figures, it enters the same commercial channels. The ore came from the old Helen mine of the Algoma Steel Corporation,

[9] Ridgway, Robert H., and Davis, H. W., Iron Ore, Pig Iron, Ferro-alloys and Steel: Bureau of Mines Minerals Yearbook, 1939, pp. 547–548.

[10] Gallagher, W. H., Truck Haulage at the Mahnomen Mine: Min. Cong. Jour., vol. 25, No. 11, November 1939, pp. 28–30.

[11] Data from unpublished manuscript by F. A. Kelley, general supt., Pickands, Mather & Co., Crosby, Minn.

which in August 1939 began production from new open-pit operations and shipments for the first time since 1922. A total of 111,307 tons of sinter, made from the carbonate ores, was shipped during the season. Other Canadian production in the lake region of Ontario will come from the Steep Rock Lake some 150 miles west of Port Arthur, where large reserves of high-grade hematite are reported to have been developed. The Ontario Government is encouraging production of iron ore by a bonus of 2 cents per unit of iron.

Analyses.—The following table, compiled by the Lake Superior Iron Ore Association, summarizes the average analyses of the total tonnages of all grades of ore shipped and shows the remarkable uniformity maintained during the past 5 years. This uniformity does not mean, of course, that the average grade of available Lake Superior ore is not declining. The grade of shipments has been maintained partly by beneficiation and partly by mixing ores from different deposits. The method of sampling and grading Lake Superior iron ores has been described by Bayer[12] and the method of classification and sampling by Murray.[13]

Average analyses of total tonnages (bill-of-lading weights) of all grades of iron ore from all ranges of Lake Superior district, 1935–39

Year	Gross tons	Iron (natural)	Phosphorus	Silica	Manganese	Moisture
		Percent	*Percent*	*Percent*	*Percent*	*Percent*
1935	25,214,056	51.44	0.093	8.93	0.79	10.75
1936	44,745,754	51.45	.091	8.62	.81	10.93
1937	61,972,823	51.53	.091	8.27	.82	11.31
1938	19,353,497	51.90	.089	8.25	.81	10.13
1939	44,983,754	51.75	.083	8.27	.76	10.75

Stocks at Lake Erie ports.—At the close of navigation in 1939, according to the Lake Superior Iron Ore Association, 5,216,496 gross tons were in stock at Lake Erie ports compared with 5,290,294 tons on the corresponding date in 1938. At the opening of navigation in May 1940, 2,950,752 tons were in stock at these ports, a decrease of 1,534,215 tons from the figure on May 1, 1939. Withdrawals from docks were therefore 2,265,744 tons during the winter of 1939–40.

Prices of Lake Superior ore.—The prices established May 4, 1939, for the four standard grades of Lake Superior ore were the same as in 1937 and 1938 but were 45 cents a ton more than the price that had been maintained from 1929 to 1936. The unit prices for 1937, 1938, and 1939 for base ore of the various grades quoted at Lake Erie ports were as follows: Old-range bessemer, 10.194 cents; Mesabi bessemer, 9.903 cents; old-range nonbessemer, 9.903 cents; and Mesabi nonbessemer, 9.612 cents. The prices that correspond to these unit prices are, respectively, $5.25, $5.10, $5.10, and $4.95 a gross ton. The base of the four standard grades for 1925–39 is an iron content of 51.5 percent natural. For the bessemer grades the phosphorus con-

[12] Bayer, E. P., Sampling and Grading Mesabi Iron Ore: Min. and Met., vol. 18, No. 372, December 1937, pp. 547–548.
Bayer, E. P., Grading Lake Superior Iron Ores: Eng. and Min. Jour., vol. 139, No. 3, March 1938, pp. 50–51.

[13] Murray, C. B., Classification and Sampling: Lake Superior Iron Ores, chap. 4, Lake Superior Iron Ore Assoc., Cleveland, 1938, pp. 69–72.

tent is 0.045 percent (dry), and for the nonbessemer grades the phosphorus content ranges from 0.045 to 0.18 percent. Ores containing more than 0.18 percent phosphorus are classed as high-phosphorus ores, whereas those containing 18 percent or more silica are classed as siliceous ores.

Reserves.—Estimates of ore reserves for Minnesota, furnished by the Minnesota Tax Commission, and for Michigan, furnished by the Michigan Board of Tax Commissioners, are shown in the following tables. These estimates reveal decreases from 1938 of 9,581,775 gross tons in Minnesota and 6,097,470 tons in Michigan. Reserves in Wisconsin have been estimated recently at 5,500,000 tons.

Unmined iron-ore reserves in Minnesota, May 1, 1935–39, in gross tons

Range	1935	1936	1937	1938	1939
Mesabi	1,163,087,457	1,164,802,947	[1] 1,172,908,376	[2] 1,143,339,871	1,132,513,348
Vermilion	13,307,031	13,074,509	13,943,325	13,599,025	13,631,484
Cuyuna	46,709,113	63,066,428	61,922,739	60,690,596	61,902,885
	1,223,103,601	1,240,943,884	1,248,774,440	1,217,629,492	1,208,047,717

[1] 200,000 tons removed from tax roll by applications granted.
[2] 8,152,896 tons removed from tax roll—land has reverted to State.

Iron-ore reserves in Michigan, Jan. 1, 1936–40, in gross tons

Range	1936	1937	1938	1939	1940
Gogebic	45,615,323	42,757,025	40,706,291	40,456,002	37,160,900
Marquette	52,461,173	51,339,347	49,869,363	52,130,385	49,573,794
Menominee	60,347,752	59,936,572	58,031,692	57,168,510	56,922,733
	158,424,248	154,032,944	148,607,346	149,754,897	143,657,427

MINING BY STATES

Alabama.—Production of iron ore in Alabama during 1939 increased 39 percent over 1938. About 91 percent of the 1939 production came from underground mines and the remainder from open-cuts. Hematite represented 91 percent of the 1939 total, and much of this red ore contained enough or nearly enough lime to be self-fluxing. The hematite is derived chiefly from underground mines on Red Mountain near Birmingham in Jefferson County, where in 1939 Raimund Nos. 1 and 2, Red Mountain group (comprising the Muscoda, Wenonah, and Ishkooda groups), Sloss Nos. 1 and 2, and Woodward No. 3 mines were producers. Several smaller mines (open-pit and underground) in Etowah, Jefferson, and St. Clair Counties contributed to the total output of hematite ore. The iron content of the hematite produced in 1939 averaged (natural) 35.40 percent, manganese 0.15 percent, phosphorus 0.31 percent, and lime 16.12 percent. The Red Mountain group, with 3,350,184 tons, was the second largest producer in the United States in 1939.

Limonite (brown ore) is mined from a number of widely scattered deposits in Alabama, but production is not nearly so large as that of red ore. In 1939 the output of brown ore comprised 9 percent of the

Alabama total. Brown ores, however, are of higher grade and usually have been subjected to beneficiation, although some operations are rather crude. The brown ore mined in 1939 averaged (natural) 47 percent iron and 0.67 percent manganese. Brown ore is mined from open-cuts and was produced chiefly from the Russellville mines in Franklin County, the Champion mine in Blount County, and the Martaban, Reno, and Woodstock mines in Tuscaloosa County.

California.—Production in California in 1939 was small and came from four mines, two producing magnetite (one in Santa Cruz County and one in Inyo County) and two producing hematite (one in San Bernardino County and one in Inyo County). The magnetite averaged 64 percent iron; the hematite, which averaged 56 percent iron, was absorbed chiefly by the cement industry.

Georgia.—Production of iron ore in Georgia increased to 26,333 gross tons in 1939 from 9,221 tons in 1938. Ten mines—three in Bartow County, one each in Dade, Haralson, and Polk Counties, and four in Walker County—furnished the output in 1939. The output from Georgia in 1939 comprised 18,219 tons of brown ore containing (natural) 41 to 47 percent iron and 0.13 to 3 percent manganese; 7,867 tons of hematite containing (natural) 45 to 60 percent iron and 0.15 to 1 percent manganese; and 247 tons of magnetite averaging (natural) 64.76 percent iron, 0.1 percent manganese, and 0.03 percent phosphorus. Shipments of iron ore comprised 19,643 tons to blast furnaces, 6,203 tons to cement plants, and 487 tons to paint manufacturers.

Michigan.—Output from Michigan comes from three ranges—the Marquette, the Menominee, and the Gogebic. All ranges increased their production in 1939, the Gogebic showing the largest tonnage gain. Production in Michigan rose 53 percent in 1939 over 1938 and totaled 9,159,222 gross tons. Of the 1939 total, 86 percent came from underground mines; the Negaunee mine, an underground producer on the Marquette range, was the largest producer. The iron content (natural) of the ore mined in Michigan in 1939 averaged 51.68 percent compared with 52.23 percent in 1938.

Iron-ore reserves in Michigan at the end of 1939 totaled 143,657,427 gross tons, a decrease of 6,097,470 tons during the year.

A report of the iron-ore mines of Michigan for 1939, published by the Geological Survey Division of the Michigan Department of Conservation,[14] shows that the average number of men employed was 5,818 (5,633 in 1938), the average number of days worked 206 (157 in 1938), the average daily wage $7.07 ($7.59 in 1938), the average yearly earning $1,457.12 ($1,192.29 in 1938), and the average tons of ore mined per man per day 6.63 (5.32 in 1938).

The data in the following table on average per-ton costs of mining ore at underground mines and at siliceous open pits have been abstracted from statistics published in much greater detail by the Geological Survey Division of Michigan.

[14] Pardee, F. G., and Eddy, G. E., General Statistics Covering Costs and Production of Michigan Iron Mines: Michigan Dept. of Conservation, Geol. Survey Div., Lansing, 1940.

Average per-ton costs of mining iron ore at underground mines and at siliceous open pits in Michigan in 1939

Item	Underground				Siliceous open pits
	Gogebic	Marquette	Dickinson and Iron	Total	
Cost of mining	$1.5481	$1.6936	$1.6611	$1.6359	$0.4447
Deferred mining cost	.2032	.0731	.1230	.1296	.0394
Taxes	.3042	.2824	.2016	.2750	.0470
General overhead	.2299	.2533	.1750	.2294	.1005
Transportation	1.8208	1.4959	1.6324	1.6480	1.5211
Marketing	.0550	.0904	.0775	.0756	.0798
Royalty	.4008	.2960	.2497	.3228	.0967
Interest on borrowed money	.0001	.0133	.0125	.0086	.0014
Total ore cost	4.5621	4.1980	4.1328	4.3249	2.3306
Lake Erie value per ton	5.3086	5.2377	5.0370	5.2218	2.4791
Gross ore profit [1]	.7465	1.0397	.9042	.8969	.1485

[1] This figure does not represent true profit, as much ore is sold below the Lake Erie price.

Minnesota.—More than 1 billion gross tons (1,166,434,188) of iron ore have been produced in Minnesota. In 1939 output increased 118 percent over that in 1938. Three ranges contribute to Minnesota's production—the Cuyuna, the Mesabi, and the Vermilion. The Mesabi range supplies a large part of the Minnesota total and in 1939 produced 29,522,227 tons. Output from open-pit mines in 1939 furnished 88 percent of the total compared with 77 percent in 1938 and 88 percent in 1937. Of the 11 domestic mines producing more than 1 million tons each in 1939, 9 were in Minnesota; of these 7 were open pits, and 2 used combination open-pit and underground methods. Of the 65 mines in Minnesota active in 1939 (55 in 1938), 45 (29 in 1938) yielded more than 100,000 tons each. The iron content (natural) of the ore mined in 1939 averaged 52.43 percent compared with 52.34 percent in 1938.

According to the annual report of the mine inspector of St. Louis County, the average number of men employed in iron mines in St. Louis County was 4,589 in 1939 (3,773 in 1938), and the average daily wage was $6.61 ($6.60 in 1938) for 8 hours. In 1939, 3,098,991 cubic yards of overburden were removed compared with 3,762,318 yards in 1938.

According to the annual report of the mine inspector of Itasca County, the average number of men employed in iron mines was 2,567 in 1939 (2,132 in 1938), and the average daily wage was $6.08 ($5.82 in 1938) for 8 hours. In 1939, 4,555,471 cubic yards of overburden were removed compared with 3,807,920 yards in 1938.

Unmined iron-ore reserves in Minnesota on May 1, 1939, totaled 1,208,047,717 gross tons, a decrease of 9,581,775 tons from 1938.

Missouri.—An undetermined number of small mines in Butler, Carter, Crawford, Dent, Franklin, Howell, Iron, Madison, Phelps, Pulaski, Ripley, St. Francois, Shannon, and Wayne Counties supplied the iron-ore output of Missouri in 1939. The ore, which averaged 52.51 percent iron, comprised both hematite and brown ore, was mined by open-pit and underground methods, and was shipped to paint and steel plants as well as nonferrous smelters.

New Jersey.—Output of iron ore in New Jersey increased in 1939 over 1938 and totaled 399,289 tons. The ore, all magnetite and all produced from underground operations, came from three mines in Morris County and one mine in Warren County in the northern part of the State. New Jersey ores are crushed and concentrated before shipment. Most of the concentration is done magnetically, although some nonmagnetic martite is recovered by gravity methods and some hand sorting is practiced, principally to recover high-grade lump used in open-hearth steel furnaces. The concentrates produced in 1939 averaged (natural) 63.32 percent iron. The largest output came from the Scrub Oaks mine. Other producers were the Mt. Hope, Richard, and Washington mines.

New York.—The iron ore produced in New York during 1939 was chiefly magnetite from underground operations at the Harmony and Old Bed shafts in Essex County and the Chateaugay mine in Clinton County. Some hematite was mined for paint in Oneida and Wayne Counties. Shipments from New York in 1939 included sinter averaging 68 percent iron, lump averaging 61 percent iron, and concentrates averaging 68 percent iron.

The largest producer was the Republic Steel Corporation, which operates properties at Mineville near Port Henry and at Lyon Mountain. The Chateaugay mine at Lyon Mountain was acquired by the corporation on August 1, 1939.

Pennsylvania.—Pennsylvania is the most important source of magnetite in the United States. The output comes from the Cornwall mine in Lebanon County, where the ore is extracted by both open-pit and underground methods. In addition, some carbonate ore for use in paint was mined in Carbon County in 1939. Hickok[18] has summarized the history of iron-ore production in Pennsylvania and the changing economic conditions that affect the industry and control its history; he also discusses the geological environment, mode of origin, and future reserves of the various types of iron ore.

South Dakota.—A small quantity (300 gross tons) of brown iron ore was mined at a property in Pennington County and shipped to paint plants in 1939.

Tennessee.—The output of iron ore (brown ore and hematite) in Tennessee in 1939 came from two mines (one in Hickman County and one in Lewis County) and an undetermined number of small surface workings in Hamilton County; it contained 46.41 percent iron and was shipped to blast-furnace and paint plants.

In addition, considerable sintered pyrite ash was made at the plants of the Tennessee Copper Co. in Ducktown Basin. This sinter, which contained 67.4 percent iron and 0.005 percent phosphorus in 1939, moved largely to the blast furnaces in the Birmingham district, where it was added to the blast-furnace burden. Such sinter is not included in iron-ore production or shipment figures for the United States.

Utah.—Two operators in Iron County supplied the Utah total in 1939. By far the larger output came from the Iron Mountain mine, while a relatively small quantity came from the Great Western mine. The ore, principally semialtered magnetite, contained (natural) 53.14

[18] Hickok, W. O., IV, Iron Ores of Pennsylvania: Pennsylvania Geol. Survey Bull. M 18-B, 4th ser., 1939, 21 pp.

percent iron and moved largely to the blast furnace at Provo, Utah, although small quantities went to steel and cement plants.

Virginia.—The output of iron ore in Virginia is small. The entire 1939 production was brown ore from Botetourt County and averaged (natural) about 53 percent iron. The ore was used in the manufacture of hydrogen gas.

Washington.—Two open-pit mines and one underground mine produced the total output of Washington in 1939. Two mines—the Napoleon in Stevens County and the Keystone in Pend Oreille County—yielded hematite averaging (natural) 35.10 percent iron, which was used for cement manufacture, and the Neutral mine in Okanogan County yielded magnetite averaging (natural) 68.73 percent iron, which was used in making ferromagnesite.

Wisconsin.—The Montreal underground mine in Iron County was the larger producer of iron ore in Wisconsin, contributing 808,973 gross tons of the 972,685 produced in 1939. The ore—hematite—averaged (natural) 52.88 percent iron, 1.17 percent manganese, and 0.057 percent phosphorus. The Cary underground mine, also in Iron County, was the other producer in 1939 and furnished 163,712 tons of hematite containing (natural) 53.98 percent iron, 0.62 percent manganese, and 0.048 percent phosphorus. Shipments from Wisconsin mines totaled 1,173,828 tons in 1939.

Wyoming.—The output of iron ore from Wyoming in 1939 came from the Sunrise mine and comprised 587,892 gross tons of hematite containing (natural) 53.22 percent iron, 0.07 percent manganese, and 0.066 percent phosphorus. Much of the ore is a red, earthy hematite similar to Mesabi ore. Production came from both open-pit and underground operations.

Iron ore mined in the United States, 1938–39, by States and counties

[Exclusive of ore containing 5 percent or more manganese]

State and county	1938		1939	
	Active mines	Gross tons	Active mines	Gross tons
Alabama:				
Bibb and Tuscaloosa	3	143,736	3	238,708
Blount	2	31,764	2	40,374
Butler, Conecuh, and Crenshaw	2	4,509	2	20,082
Calhoun	5	21,378	9	34,107
Cherokee	5	12,826	12	27,186
Chilton	2	5,559	2	4,651
Cleburne	2	2,138		
Coosa	1	47	1	1,631
Etowah	1	77	1	509
Franklin	2	101,790	2	120,183
Jefferson	6	3,970,604	8	5,443,372
Lamar			2	494
Marshall			1	83
Pike			1	3,316
St. Clair	3	233	6	1,987
Shelby	2	4,417	1	7,583
Talladega	1	7,251	5	16,241
	37	4,303,329	58	5,960,507
California:				
San Bernardino	1	28,380	1	17,173
Inyo	1		2	
Santa Cruz	1		1	
	3	28,380	4	17,173
Georgia:				
Bartow	3	9,176	3	18,129
Dade			1	42
Haralson			1	247
Polk	1	45	1	90
Walker			4	7,825
	4	9,221	10	26,333
Michigan:				
Dickinson	3	270,777	3	428,454
Gogebic	10	2,034,038	9	3,331,323
Iron	12	1,012,786	10	1,493,250
Marquette	14	2,686,713	14	3,906,195
	39	6,004,311	36	9,159,222

Iron ore mined in the United States; 1938–39, by States and counties—Continued

[Exclusive of ore containing 5 percent or more manganese]

State and county	1938 Active mines	1938 Gross tons	1939 Active mines	1939 Gross tons
Minnesota:				
Crow Wing	4	260,194	5	625,133
Itasca	17	3,603,483	24	7,415,016
St. Louis	34	10,585,627	36	23,507,552
	55	14,449,304	65	31,547,701
Missouri:				
Butler, Carter, Crawford, Howell, Phelps, Pulaski, Ripley, Shannon, and Wayne	[1] 10	25,995	[1] 7	33,314
Dent	1	1,135	1	1,250
Franklin	1	1,200	1	1,646
Iron			1	1,369
Madison			1	985
St. Francois	1	214	1	684
	[1] 13	28,544	[1] 12	39,239
New Jersey:				
Morris	3	185,639	3	399,289
Warren			1	
	3	185,639	4	399,289
New Mexico:				
Grant	1	1,826		
New York:				
Essex	1	2,120,823	1	2,713,141
Clinton	1		1	
Oneida	1		1	
Wayne	1		1	
Pennsylvania:				
Lebanon	1		1	
Carbon	1	448	1	463
South Dakota:				
Pennington	[1] 6	2,121,271	6	2,715,604
			1	300
Tennessee:				
Hamilton			(2)	
Hickman	1	13,179	1	24,180
Lewis	1		1	
Virginia: Botetourt	2		2	
	4	13,179	[1] 4	24,180
Utah: Iron	2	167,933	2	262,087
Washington:				
Okanogan			1	3,000
Pend Oreille	1	1,730	1	2,451
Stevens	1	1,825	1	7,329
	2	3,555	3	10,757
Wisconsin: Iron	2	854,795	2	972,685
Wyoming:				
Platte	[1] 1	275,995	1	587,892
	[1] 172	28,447,282	[1] 208	51,721,369

[1] In addition there is an undetermined number of small pits. The output of these pits is included in the total tonnage given.

[2] Undetermined number of small pits. The output of these pits is included in the tonnage given.

MEN EMPLOYED AND OUTPUT PER MAN AT MINES

Although complete information on employment at iron-ore mines in 1939 is not yet available, incomplete figures indicate that about 22,000 men working about 39,000,000 man-hours were required to produce 51,721,369 tons of merchantable ore, an average of 1.326 tons per man-hour. Thus, the total man-hours worked in 1939 advanced 27 percent over 1938, whereas the output of merchantable ore increased 82 percent; in consequence, output per man-hour increased 43 percent. The gain in output per man-hour in 1939 compared with 1938 was due mainly to a shift in the production of ore from underground to open-pit mines and to nearer-capacity operation of large units. Specifically, about three-fifths of the output came from open-pit mines in 1939 compared with about one-half in 1938, and 11 mines produced more than 1 million tons each in 1939 compared with 4 in 1938.

Figure 3 shows trends in employment and output at iron-ore mines in the United States from 1923 to 1938.

During 1938, the last year for which complete statistics are available, the low level of iron-ore output resulted in a decrease in labor at the mines. The average number of men decreased, as did the average number of days and total man-hours worked. In 1938, 19,788 men working 30,625,760 man-hours produced 28,447,282 tons of merchantable ore, an average output of 0.929 ton per man-hour, whereas in 1937, 25,945 men working 51,416,193 man-hours produced

72,093,548 tons of merchantable ore, or 1.402 tons per man-hour. Thus, although the output of merchantable ore declined 61 percent from 1937 to 1938, the number of men, total man-hours worked, and output per man-hour decreased only 24, 40, and 34 percent, respectively. The output per man-hour in 1937 exceeded that for any year since records have been compiled and undoubtedly was greater than in any other year. The relatively larger labor requirements in 1938 than in 1937 resulted from several factors—the proportionately smaller output of open-pit mines and of direct shipping ore, the partial-capacity production of operating units, and the stripping of proportionately more overburden in preparation for future mining.

The number of man-hours of labor decreased in all districts in 1938 from 1937, but the decrease was relatively more in the Lake Superior and Northeastern districts than in the Southeastern and Western districts. In the Lake Superior district, the principal producing

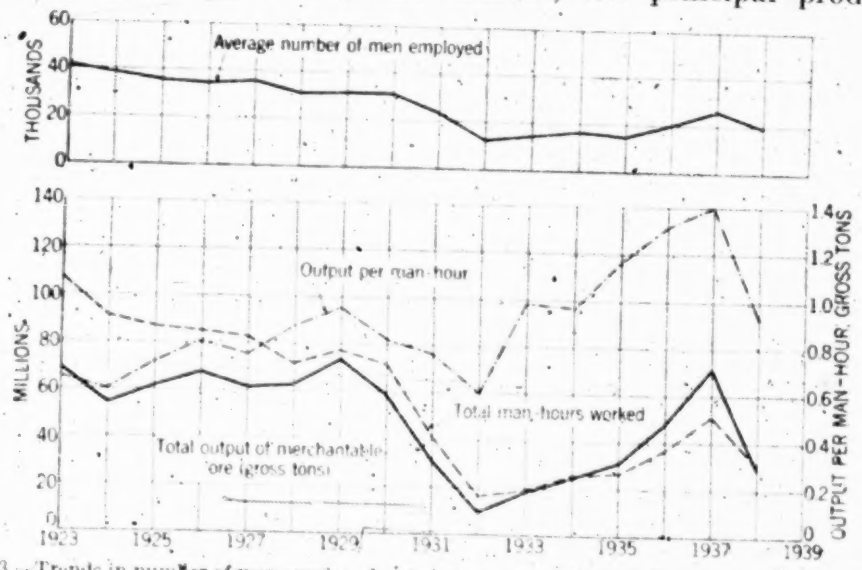


FIGURE 3.—Trends in number of men employed at iron-ore mines, output of merchantable ore, man-hours worked, and output per man-hour in the United States, 1923-38

region, output of merchantable ore decreased 65 percent in 1938 from 1937, but this decrease was more pronounced than the decline in labor requirements, as the total man-hours worked dropped only 42 percent. Much of the Lake Superior output comes from Minnesota, where open pits furnished 77 percent of the State total in 1938. Because of this preponderant production from open pits, output per man-hour in Minnesota is greater than in any other State or district and in 1938 amounted to 1.390 tons. Output per man-hour in 1938, however, was substantially less than in 1937 (2.479 tons) owing to the smaller proportion of ore from open-pit mines and to partial-capacity operations. Although, as was pointed out in Minerals Yearbook, 1934 (p. 322), the improved performance in mining iron ore has been closely related to advances in mechanization, better mining methods, operation of larger units, and more efficient management of mines, the gain in the 6-year period 1933–38 compared with the 10-year period 1923–32 was due chiefly to expansion of open-pit operations in Minnesota. For example, whereas about 75 percent of the merchantable ore produced in Minnesota from 1923 to 1932 came from open-pit mines, 85 percent was so produced in 1933–38. The significance of this

shift can be appreciated when it is recalled that Minnesota contributed 61 percent of the total merchantable ore produced in 1923–38 and that during this period the output of men at open-pit mines averaged 2.619 tons per man-hour compared with only 0.699 ton per man-hour for workers at underground mines.

The greater output per man-hour in recent years also was due partly to the stripping of proportionately less overburden in Minnesota in 1933–38 than in 1923–32, in preparation for future mining. In 1933–38 about one-fourth cubic yard of overburden was removed for each ton of merchantable ore mined in Itasca and St. Louis Counties, Minn., whereas in 1923–32 about one-half cubic yard of overburden was re-

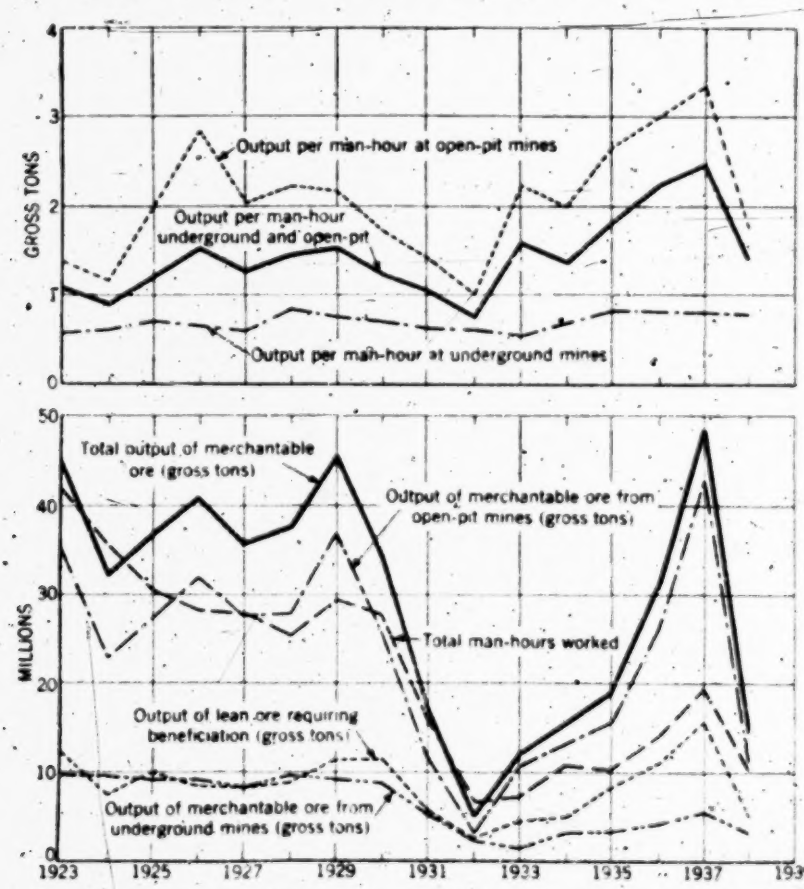


FIGURE 4.—Trends in output of merchantable iron ore per man-hour at open-pit mines in Minnesota compared with production of merchantable and lean ore and total man-hours worked, 1923–38.

moved for each ton of merchantable ore mined. Any material shift in the labor force used for direct mining of the ore at the expense of that used in stripping will result in a much higher output per man-hour for any year. This is illustrated strikingly in figure 4, which shows that in 1926, 1933, 1935, 1936, and 1937, when only about one-fourth cubic yard of overburden was removed for each ton of merchantable ore mined at both open-pit and underground mines, the output per worker increased substantially, whereas in the other years, when one-third to four-fifths cubic yard of overburden was removed for each ton of ore mined, the output per worker decreased.

Another factor that affects the output per man-hour is the tendency to mine leaner ore. Proportionately more lean ore requiring beneficiation has been mined in Minnesota in recent years than during the

period 1923–32. In 1933–38, for instance, beneficiated ore represented 21 percent of the total merchantable ore compared with an average of only 16 percent in 1923–32.

Most of the ore mined in the Southeastern district—the second largest producing region—is obtained from underground operations. Output of merchantable ore per man-hour in this area increased slightly to 0.631 ton in 1938 from 0.624 ton in 1937. The largest and most consistent producing mines in the Southeastern district are in Jefferson County, Ala., where 3,803 men working 6,058,805 man-hours in 1938 produced 3,970,604 tons of merchantable ore, equivalent to an average output of 0.655 ton per man-hour. Virtually all ore produced in Jefferson County comes from underground mines. In comparing the man-hour cost of mining ore in Jefferson County, Ala., with that at underground mines in the Lake Superior district one should remember that whereas the ore in the Lake Superior district is considerably richer in iron the ore from the Jefferson County mines contains enough

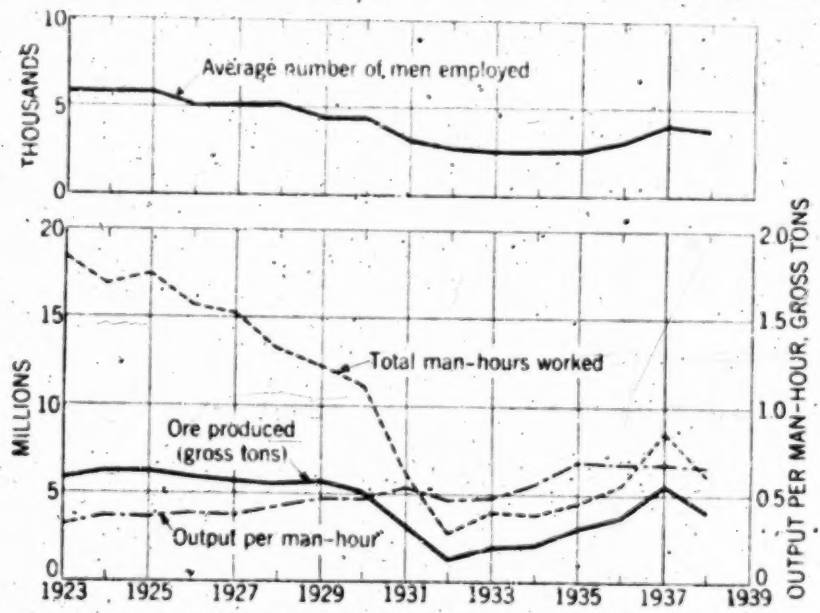


FIGURE 5.—Trends in production, man-hours worked, output per man-hour, and number of men employed at iron-ore mines in Jefferson County, Ala., 1923–38.

or almost enough lime to make it self-fluxing. Thus, the lower iron content is partly offset by the self-fluxing nature of the ore, although it is impossible to show this important characteristic in the productivity figures.

Figure 5 shows trends in production and employment at iron-ore mines in Jefferson County, Ala., 1923–38.

In the Northeastern district the average output of merchantable ore per man-hour increased to 0.735 ton in 1938 from 0.523 ton in 1937. The gain in productivity was due partly to the fact that proportionately more ore was produced in 1938 than in 1937 from the Cornwall open pit, where a relatively high output per man-hour is attainable.

The following table shows employment at iron mines and beneficiating plants, quantity and tenor of ore produced, and average output per man by districts and States in 1938. Corresponding statistics and supplementary data are given in Minerals Yearbook, 1934 to 1939, inclusive.

Employment at iron-ore mines and beneficiating plants, quantity and tenor of ore produced, and average output per man in 1938, by districts and States

[Exclusive of ore containing 5 percent or more manganese]

District and State	Employment					Production									
		Time employed					Merchantable ore			Average per man (gross tons)					
				Man-hours						Crude ore (partly estimated)		Merchantable ore			
	Average number of men employed	Average number of days	Total man-shifts	Average per shift	Total	Crude ore (partly estimated), gross tons	Gross tons	Iron contained		Per shift	Per hour	Per shift	Per hour	Iron contained	
								Gross tons	Per cent natural					Per shift	Per hour
Lake Superior:															
Michigan	5,712	190	1,085,278	8.0	8,684,421	6,004,311	6,004,311	3,155,807	52.23	5.533	0.691	5.533	0.691	2.889	0.361
Minnesota	7,113	183	1,298,860	8.0	10,386,059	16,560,932	14,449,304	7,558,445	52.31	12.750	1.593	11.125	1.390	5.819	.727
Wisconsin	546	253	198,126	8.0	1,105,018	854,795	854,795	455,306	53.26	6.199	.774	6.189	.774	3.296	.412
	13,371	189	2,522,264	8.0	20,185,498	23,420,038	21,308,410	11,149,558	52.32	9.285	1.160	8.448	1.056	4.420	.552
Southeastern:															
Alabama	4,262	197	838,572	8.1	6,785,808	4,903,761	4,303,329	1,564,626	36.36	5.848	.723	5.132	.634	1.866	.231
Georgia	94	82	7,694	9.3	71,830	9,221	9,221	3,627	39.33	7.100	.761	2.911	.312	1.281	.137
Tennessee						45,412	13,179	6,233	47.15						
Virginia									52.53						
	4,356	194	846,266	8.1	6,857,638	4,958,394	4,325,729	1,574,486	36.40	5.859	.723	5.112	.631	1.861	.230
Northeastern:															
New Jersey	483	216	104,195	8.0	833,338	311,320	185,639	117,405	63.24	2.988	.374	1.782	.223	1.127	.141
New York	1,180	215	289,262	8.0	2,303,830	2,521,514	2,121,271	983,442	67.10	8.717	1.094	7.333	.921	3.400	.427
Pennsylvania									42.76						
	1,663	237	393,457	8.0	3,137,168	2,832,834	2,306,910	1,100,847	47.72	7.200	.903	5.863	.735	2.798	.351
Western:															
California	192	139	26,646	8.8	235,760	28,917	28,380	15,629	55.07	8.661	.979	8.647	.977	4.641	.525
Missouri						28,544	28,544	14,652	51.33						
New Mexico						1,826	1,826	1,116	61.11						
Utah						167,933	167,933	90,874	54.11						
Washington						3,555	3,555	1,401	39.41						
Wyoming	206	127	26,212	8.0	209,696	275,995	275,995	145,725	52.80	10.529	1.316	10.529	1.316	5.559	.695
	398	133	52,858	8.4	445,456	506,770	503,233	269,397	53.22	9.587	1.138	9.577	1.136	5.097	.605
	19,788	193	3,814,845	8.0	30,625,760	31,718,036	28,447,282	14,094,288	49.55	8.314	1.036	7.457	.929	3.695	.460

WORLD PRODUCTION

The following table shows the production of iron ore by countries from 1935 to 1939, insofar as statistics are available. Although complete returns for 1939 are not yet available it is evident that world production was considerably greater than in 1938. Output in the latter year amounted to 162,000,000 metric tons, of which the United States supplied only 18 percent, compared with 211,000,000 tons in 1937, of which the United States supplied 35 percent.

World production of iron ore, 1935–39, by countries, in metric tons

[Compiled by M. T. Latus]

Country [1]	1935	1936	1937	1938	1939
North America:					
Cuba (shipments)	228,408	456,827	496,258	154,549	283,613
Guatemala			101		[2]
Mexico	95,590	123,121	136,018	118,251	[2]
Newfoundland	677,137	907,646	1,635,554	1,707,180	1,679,625
United States	31,030,423	49,571,804	73,250,049	28,903,861	52,551,197
South America:					
Brazil (exports)	47,184	110,997	209,715	359,115	396,938
Chile [3]	841,300	1,347,851	1,489,637	1,098,390	1,626,490
Europe:					
Belgium	164,520	190,600	265,540	189,920	[2]
Bulgaria	2,370	6,498	11,920	16,771	[2]
Czechoslovakia	731,058	1,089,623	1,836,495	[4]	[2]
France	32,045,900	33,301,620	37,839,000	33,137,000	[2]
Germany [5]	5,851,634	7,539,836	9,575,284	10,938,650	[2]
Austria	775,421	1,024,288	1,884,694	2,600,053	[2]
Greece	204,146	260,271	300,498	348,613	[2]
Hungary	192,396	279,673	290,044	369,935	[2]
Italy	551,454	838,833	997,805	960,043	[2]
Luxemburg	4,133,808	4,895,992	7,769,254	5,140,632	[2]
Norway	765,152	846,809	1,008,225	1,425,297	[2]
Poland	332,536	466,659	780,152	872,591	[2]
Portugal	880	6,539	7,700	2,519	418
Rumania	93,843	108,549	129,060	138,842	131,992
Spain	2,633,185	2,045,890	960,783	2,513,827	[2]
Sweden	7,932,854	11,249,605	14,952,549	13,928,023	[2]
Switzerland (exports)	5,894	31,833	148,578	133,998	171,279
U. S. S. R. [6]	26,845,000	27,918,000	26,000,000	26,529,700	[3]
United Kingdom: Great Britain [7]	11,070,256	12,905,243	14,443,146	12,049,531	[2]
Yugoslavia	234,729	450,859	629,172	607,111	666,863
Asia:					
Burma	23,456	26,738	25,834	18,340	[2]
Chosen	228,220	234,400	207,500	[4]	[2]
India, British	2,378,788	2,567,488	2,883,548	2,787,711	[2]
Indochina	635	10,017	33,285	130,298	[2]
Japan	515,529	754,400	[4]	[4]	[2]
Malay States:					
Federated Malay States		457	1,165	938	[2]
Unfederated Malay States	1,434,291	1,681,102	1,686,990	1,606,289	[2]
Philippine Islands (exports)	283,311	654,458	601,190	910,952	[2]
Turkey				71,375	259,035
U. S. S. R.	[6]	[6]	[6]	[6]	[2]
Africa:					
Algeria	1,674,628	1,884,281	2,427,230	3,105,037	2,750,000
Belgian Congo	15			2,650	[2]
Egypt					[2]
Morocco:					
French			66,864	265,100	[2]
Spanish	1,167,909	1,047,041	1,424,737	1,341,658	[2]
Northern Rhodesia		2	528	208	138
Sierra Leone	440,498	575,689	644,160	875,789	[2]
South-West Africa			14,280	23,861	19,500
Tunisia	503,000	750,000	948,763	822,653	[2]
Union of South Africa	304,048	364,981	461,796	505,314	490,136
Oceania:					
Australia:					
New South Wales	7,786				[2]
Queensland	1,137	2,338	4,551	5,207	3,526
South Australia	1,898,712	1,917,589	1,836,370	2,281,404	2,613,036
Tasmania			62		[2]
New Caledonia				36,279	83,567
New Zealand	10,817		586	1,228	[2]
	138,000,000	170,000,000	211,000,000	162,000,000	[3]

[1] In addition to the countries listed, China, Finland and Madagascar report production of iron ore, but complete data are not available.
[2] Data not available.
[3] Estimate included in total.
[4] Production of Tofo Mines.
[5] Exclusive of manganiferous iron ore carrying 12 to 30 percent manganese.
[6] Russia in Asia included with Russia in Europe.
[7] Exclusive of bog ore, which is used mainly for the purification of gas.
[8] Estimated.

PIG IRON

Production and shipments.—Domestic production of pig iron, exclusive of ferro-alloys, increased 67 percent in 1939 over 1938 and was the second best year since 1929. The output in 1939 comprised 31,031,973 gross tons using coke and 43,941 tons using charcoal as fuel. Pennsylvania was the largest producer of pig iron in 1939, with 28 percent of the total; Ohio ranked second, with 23 percent. Of the pig iron manufactured in 1939, it is calculated that 1,360,174 tons valued at $23,141,343 were made from 2,262,043 tons of foreign ores, including ore from Africa, Australia, Brazil, Chile, Cuba, Newfoundland, Palestine, Sweden, and the U. S. S. R., indicating an average yield of 60.13 percent from imported ore. Domestic ore (51,160,340 tons) and cinder, scale, and purchased scrap (4,456,418 tons) totaling 55,616,758 tons were reported as used in the manufacture of 29,715,740 tons of pig iron, indicating an average pig-iron yield of 53.43 percent from domestic materials. In addition, 1,004,565 tons of home scrap and 1,737,000 tons of flue dust were consumed in making pig iron in 1939.

Shipments of pig iron, exclusive of ferro-alloys, were 76 percent above 1938 in both quantity and value in 1939. The values given represent the approximate amounts received for the iron f. o. b. furnaces and do not include freight costs, selling commissions, and other items that are figured in some of the market prices for pig iron published by trade journals.

Pig iron produced and shipped in the United States, 1938–39, by States

State	Produced		Shipped from furnaces			
	1938	1939	1938		1939	
	Gross tons	Gross tons	Gross tons	Value	Gross tons	Value
Alabama	2,023,269	2,621,268	1,990,342	$29,190,091	2,717,502	$43,902,68[illegible]
Colorado	(1)	(1)	(1)	(1)	(1)	(1)
Illinois	1,655,591	2,650,541	1,519,572	30,899,012	2,860,577	57,718,8[illegible]
Indiana	1,791,085	3,309,903	1,807,808	37,025,980	3,375,325	68,164,6[illegible]
Iowa	(1)	(1)	(1)	(1)	(1)	(1)
Kentucky	126,102	231,494	126,102	(1)	231,494	(1)
Maryland	1,201,374	1,784,559	1,219,511	(1)	1,805,080	(1)
Massachusetts		(1)	(1)	(1)	(1)	(1)
Michigan	556,230	963,946	558,782	9,806,994	1,135,964	18,872,1[illegible]
Minnesota	(1)	(1)	135,931	(1)	167,869	(1)
New York	1,338,907	2,046,447	1,222,832	25,450,764	2,210,223	45,275,7[illegible]
Ohio	4,210,514	7,246,278	4,186,217	85,186,824	7,249,172	147,154,9[illegible]
Pennsylvania	4,836,093	8,730,118	4,684,017	101,266,844	8,979,649	186,302,5[illegible]
Tennessee	(1)	(1)	(1)	(1)	(1)	(1)
Utah	(1)	(1)	(1)	(1)	(1)	(1)
Virginia	(1)		(1)	(1)	(1)	(1)
West Virginia	472,738	750,016	496,905	(1)	761,812	(1)
Undistributed	[2] 369,419	[2] 770,944	[2] 254,235	[2] 38,048,860	[2] 593,818	[2] 59,[illegible]
	18,582,822	31,075,914	18,202,304	356,875,369	32,091,485	626,924,6[illegible]

[1] Included under "Undistributed." [2] Includes statistics for States entered as "(1)."

Pig iron shipped from blast furnaces in the United States, 1938–39, by grades

Grade	1938			1939		
	Gross tons	Value		Gross tons	Value	
		Total	Average		Total	Average
Charcoal	26,558	$657,885	$24.77	57,778	$1,404,719	$24.31
Foundry	1,538,349	28,308,696	18.40	2,155,874	40,820,296	18.93
Basic	13,058,455	250,310,020	19.17	23,559,239	448,263,976	19.03
Bessemer	2,611,015	56,680,050	21.71	4,618,440	98,823,031	21.40
Low-phosphorus	120,195	2,830,256	23.55	294,276	6,838,917	23.24
Malleable	765,780	16,489,173	21.53	1,284,449	27,775,986	21.62
Forge	1,347	27,653	20.53	5,750	110,009	19.13
All other (not ferro-alloys)	80,655	1,571,636	19.49	115,679	2,787,756	24.10
	18,202,354	356,875,369	19.61	32,091,485	626,824,690	19.53

The number of furnaces in blast on June 30 and December 31 and the total number of stacks recorded for 1938 and 1939, exclusive of electric reduction furnaces, were as follows:

Blast furnaces (including ferro-alloy blast furnaces) in the United States, 1938–39[1]

State	In blast June 30, 1938	Dec. 31, 1938			In blast June 30, 1939	Dec. 31, 1939		
		In	Out	Total		In	Out	Total
Alabama	6	16	4	20	14	18	1	19
Colorado	2	1	2	3	1	3		3
Illinois	4	9	14	23	8	14	9	23
Indiana	5	8	11	19	9	17	2	19
Kentucky	1	1	1	2	2	2		2
Maryland	1	5	1	6	6	6		6
Massachusetts			1	1	1	1		1
Michigan	4	5	3	8	5	7	1	8
Minnesota	1	1	1	2	1	2		2
Missouri			1	1				
New York	5	9	8	17	8	11	4	15
Ohio	17	29	19	48	28	43	5	48
Pennsylvania	20	29	49	78	32	65	13	78
Tennessee	1		3	3	1	1	2	3
Utah	1	1		1	1	1		1
Virginia	1	1		1	1	1		1
West Virginia	1	1	2	3	3	3		3
	73	116	120	236	121	195	37	232

[1] American Iron and Steel Institute.

Value at blast furnaces.—The average value of all kinds of pig iron given in the accompanying table is based upon reports of manufacturers to the Bureau of Mines. The figures represent the approximate values f. o. b. blast furnaces and do not include the values of ferro-alloys. The general average value for all grades of pig iron at the furnaces was $19.53 a gross ton in 1939—only 8 cents less than in 1938.

Average value per gross ton of pig iron at blast furnaces in the United States, 1935-39, by States

State	1935	1936	1937	1938	1939
Alabama	$14.67	$15.01	$16.68	$14.67	$16.16
Illinois	17.58	18.24	21.11	20.33	20.18
Indiana	17.78	18.14	21.71	20.48	20.19
Michigan	15.64	15.56	16.99	17.55	16.57
New York	15.95	15.87	20.65	20.81	20.48
Ohio	16.70	17.02	21.63	20.35	20.30
Pennsylvania	18.38	18.82	21.73	21.62	20.73
Other States[1]	14.46	17.30	18.92	17.04	16.69
Average for United States	16.91	17.59	20.76	19.61	19.53

[1] Colorado, Iowa, Kentucky, Maryland, Massachusetts, Minnesota, Tennessee, Utah, Virginia, and West Virginia.

Commercial quotations.—The average monthly prices of foundry, basic, and bessemer pig iron at Valley furnaces and of foundry pig iron at Birmingham furnaces, according to published market quotations, are summarized in the following table:

Average monthly prices per ton of chief grades of pig iron, 1938-39 [1]

Month	Foundry pig iron at Valley furnaces		Foundry pig iron at Birmingham furnaces		Bessemer pig iron at Valley furnaces		Basic pig iron at Valley furnaces	
	1938	1939	1938	1939	1938	1939	1938	1939
January	$21.00	$21.00	$20.38	$17.38	$24.50	$21.50	$23.50	$20.50
February	24.00	21.00	20.38	17.38	24.50	21.50	23.50	20.50
March	24.00	21.00	20.38	17.38	24.50	21.50	23.50	20.50
April	24.00	21.00	20.38	17.38	24.50	21.50	23.50	20.50
May	24.00	21.00	20.38	17.38	24.50	21.50	23.50	20.50
June	23.35	21.00	19.61	17.38	23.85	21.50	22.85	20.50
July	20.00	21.00	16.38	17.38	20.50	21.50	19.50	20.50
August	20.00	21.00	16.38	17.38	20.50	21.50	19.50	20.50
September	20.16	22.20	16.54	18.50	20.66	22.70	19.66	21.70
October	21.00	23.00	17.38	19.38	21.50	23.50	20.50	22.50
November	21.00	23.00	17.38	19.38	21.50	23.50	20.50	22.50
December	21.00	23.00	17.38	19.38	21.50	23.50	20.50	22.50
Average	22.21	21.60	18.58	17.97	22.71	22.10	21.71	21.10

[1] Metal Statistics, 1940.

Foreign trade.—Imports of pig iron for consumption in 1939 increased 27 percent over 1938 owing to larger receipts from Canada and British India. British India supplied 64 percent of the 1939 total.

Pig iron imported for consumption in the United States, 1935–39, by countries, in gross tons

Country	1935	1936	1937	1938	1939
North America: Canada	13,771	11,603	6,638	2,656	6,862
South America: Brazil					155
Europe:					
Belgium	100	973			
Czechoslovakia		37			
Denmark					1
France	50				
Germany	4,877	4,749	510		
Netherlands	48,122	60,363	28,772	14,236	6,473
Norway	2,420	2,649	875	850	
Sweden	907	689	600	205	261
U. S. S. R.	9,124	24,556	4,581		
United Kingdom	14,500	4,354	100	42	
Asia:					
Hong Kong		200			
India, British	37,016	55,426	69,621	12,411	24,840
Japan	50				
Kwantung		209			
	130,937	165,808	111,697	30,400	38,592
Value	$1,979,324	$2,336,236	$1,701,304	$598,461	$663,091

Exports of pig iron from the United States in 1939 decreased to 177,024 gross tons from 432,851 in 1938 but were still much higher than normal. Sweden (64,767 tons) and the United Kingdom (64,769 tons) together took 73 percent of the total.

Pig iron exported from the United States, 1938–39, by countries, in gross tons

Country	1938	1939	Country	1938	1939
North America:			Asia:		
Canada	4,759	3,423	China	6,553	9,149
Other North America	506	1,069	Hong Kong	1,970	1,281
South America:			Japan	316,280	9,812
Argentina		1,385	Philippine Islands	734	488
Chile	1,426	1,262	Other Asia	665	869
Colombia	233	614	Africa:		
Peru	215	797	Algeria	6,236	
Other South America	76	140	Union of South Africa	1,462	
Europe:			Oceania: New Zealand	15	
Belgium	3,349	1,041			
France	12,241	200		432,851	177,024
Germany	10,075	60	Value	$7,135,129	$3,435,739
Greece		1,705			
Hungary	13,825	650			
Italy	6,672	5,240			
Netherlands	610	175			
Norway	96	6,601			
Sweden	3,603	64,767			
United Kingdom	40,615	64,769			
Other Europe	635	1,527			

Consumption.—Consumption of pig iron rose 70 percent in 1939 over 1938. Pig iron, a product of the blast furnace, is a semiraw material and, except for the small quantity used in direct castings, moves to other type furnaces for further refining or mixture with other required ingredients. In general, it goes to steel-making or iron-making furnaces. By far the larger part is taken to steel-making furnaces (open-hearth, bessemer, and electric) for refining and processing into steel. In 1939, 86.5 percent of the pig iron was consumed in steel making. Direct castings took 3 percent of the 1939 total, and the remaining 10.5 percent was consumed in iron-making furnaces, of which the cupola is by far the most important. The consumption of pig iron by types of furnace for 1936 to 1939 is shown in the following table. Typically, the quantities of pig iron used in these furnaces are supplemented by the addition of ferrous scrap. The proportion of pig iron to scrap used in steel furnaces increased in 1939 compared with 1938, whereas the proportion of pig iron in cupola furnaces decreased.

Consumption of pig iron in the United States, 1936–39, by type of furnace

Type of furnace or equipment	1936		1937		1938		1939	
	Gross tons	Percent of total	Gross tons	Percent of total	Gross tons	Percent of total	Gross tons	Percent of total
Open hearth	21,960,842	73.0	25,118,216	73.8	13,729,371	74.2	23,931,940	76.2
Bessemer	3,635,562	12.1	3,688,335	10.8	1,946,048	10.5	3,217,142	10.2
Electric	22,866	.1	44,715	.1	15,893	.1	27,270	
Cupola [1]	3,633,720	12.1	4,195,234	12.3	2,404,637	13.0	2,990,355	9.5
Air	407,038	1.3	444,988	1.3	185,514	1.0	294,033	
Brackelsberg								
Crucible	34	(2)	43	(2)	218	(2)	82	(2)
Puddling	30,498	.1	31,489	.1	5,843	(2)	24,963	
Direct castings [1]	408,074	1.3	533,507	1.6	227,325	1.2	951,982	3.0
	30,098,634	100.0	34,056,527	100.0	18,504,349	100.0	31,457,767	100.0

[1] Some pig iron used in making direct castings included in cupola. [2] Less than 0.05 percent.

The consumption of pig iron in this country is widespread, and plants using pig iron are situated in all 48 States, the District of Columbia, and Alaska. As expected from the nature of its use, consumption is concentrated largely in the iron- and steel-making centers of the North Central, Middle Atlantic, and Southeastern States. These areas in 1939 used 98 percent of the pig iron, Pennsylvania (the leading consumer) taking nearly 29 percent of the total and Ohio (the second largest consumer) 21 percent. Of the chief consuming areas in 1939 the Middle Atlantic district made the largest gain over 1938—85 percent compared with 65 percent in the North Central district and 53 percent in the Southeastern district, including the Birmingham district of Alabama. The following table shows the distribution of pig-iron consumption by States from 1936 to 1939.

Consumption of pig iron in the United States, 1936–39, by States and districts

State and district	1936		1937		1938		1939	
	Consumers	Gross tons	Consumers	Gross tons	Consumers	Gross tons	Consumers	Gross tons
Connecticut	53	79,208	58	87,912	57	47,746	59	74,005
Maine	16	9,257	16	8,824	16	4,052	15	6,006
New Hampshire	13		13	2,180	14	1,248	15	1,630
Massachusetts	87	75,389	103	98,407	98	59,774	97	103,156
Rhode Island	13	25,983	14	35,140	13	14,362	12	23,444
Vermont	14	3,866	14	7,086	13	3,019	12	5,830
Total New England	196	185,703	218	239,549	211	130,201	210	214,065
Delaware	6	215,460	7	309,065	7	199,944	7	250,893
New Jersey	79		81		80		79	
New York	191	1,371,661	192	1,793,421	194	927,350	193	1,622,545
Pennsylvania	341	9,074,405	348	10,578,554	345	4,781,482	365	9,064,876
Total Middle Atlantic	617	10,661,526	628	12,681,040	626	5,908,776	644	10,938,314
Alabama	50	1,453,524	59	1,802,027	59	1,395,369	57	2,123,905
District of Columbia	1	501	1	444	1		2	
Kentucky	18	1,489,375	22	1,724,693	21	1,353,414	24	2,112,084
Maryland	24		25		26		26	
West Virginia	21	618,882	22	746,015	22	501,920	23	785,770
Florida	9	41,051	11	64,357	10	33,965	12	55,049
Georgia	34		40		40		40	
Mississippi	7	351	7	301	6	327	7	323
North Carolina	26	11,064	27	11,033	30	10,929	32	12,369
South Carolina	14	1,912	12	2,086	13	1,533	13	2,010
Tennessee	46	142,994	53	143,542	53	119,626	52	134,432
Virginia	44		45		44		46	
Total Southeastern	294	3,789,654	324	4,494,498	325	3,417,083	334	5,225,942
Arkansas	3	2,273	6	4,732	5	1,797	6	1,788
Oklahoma	8		9		7		6	
Louisiana	8		8		8		8	
Texas	20	4,699	22	19,171	23	2,891	24	2,297
Total Southwestern	39	6,972	45	23,903	43	4,488	44	4,085
Illinois	176	2,770,746	193	3,077,837	182	1,468,762	179	2,473,833
Indiana	109	3,473,415	116	3,661,133	120	1,891,230	124	3,419,691
Iowa	41	62,576	51	80,893	51	39,214	49	38,959
Minnesota	48	46,024	49	206,903	52	131,618	53	166,050
Missouri	48	40,367	54	51,885	50	25,319	53	33,714
Kansas	13	3,726	17	5,108	15	2,529	14	3,137
Nebraska	8		9		8		7	
Michigan	142	1,567,890	165	1,828,870	158	980,742	168	1,651,448
Wisconsin	110		118		116		118	
South Dakota	1	9					2	132
Ohio	258	7,013,146	278	7,173,926	276	4,274,412	290	6,748,630
Total North Central	954	14,977,899	1,050	16,086,555	1,028	8,813,826	1,057	14,545,594
Arizona	4	72	2	43	1	22	1	32
Nevada								
New Mexico								
Colorado	16	320,514	15	371,688	17	136,366	19	368,054
Utah								
Idaho								
Wyoming	4	2,805	5	482	4	196	5	275
Montana								
Total Rocky Mountain	24	323,391	22	372,213	22	136,584	25	368,361
Oregon	16	8,223	18	6,810	18	4,927	19	5,636
Washington	35		41		33		37	
California	90	137,266	94	151,959	90	88,464	95	155,770
Total Pacific Coast	141	145,489	153	158,769	141	93,391	151	161,406
Total United States	2,265	30,098,634	2,440	34,056,527	2,396	18,504,349	2,465	31,457,767

World production.—World production of pig iron (including ferro-alloys) in 1939 increased 23 percent over 1938 to 102,000,000 metric tons and was 19 percent above the 1925–29 average. The United States supplied 32 percent of the 1939 total compared with 23 percent in 1938. Thus, while American production increased 66 percent, that for the rest of the world increased only 10 percent.

World production of pig iron (including ferro-alloys), 1935–39, by countries, in metric tons

[Compiled by M. T. Latus]

Country [1]	1935	1936	1937	1938	1939
Australia [2]	709,704	795,804	963,163	941,551	[3] 1,100,000
Belgian Congo			565	[4] 600	[4] 600
Belgium	3,029,600	3,161,340	3,803,750	2,426,130	3,068,200
Brazil	64,082	78,418	98,108	118,580	150,000
Canada	667,028	766,625	996,671	773,573	844,760
China (Manchuria)	607,949	647,402	[4] 650,000	[4] 700,000	[4] 700,000
Chosen	245,196	216,752	168,344	[4] 200,000	[4] 200,000
Czechoslovakia	810,938	1,139,886	1,675,064	1,233,987	[3] 1,000,000
Finland	11,035	13,107	11,258	27,000	[4] 30,000
France	5,789,780	6,230,420	7,916,000	6,061,322	[3] 7,900,000
Germany [5]	12,846,204	15,302,477	15,959,806	18,596,000	[3] 20,300,000
Austria	193,170	248,111	389,118		
Hungary	185,883	306,290	357,935	335,016	[3] 460,000
India, British	1,489,216	1,568,089	1,655,457	1,583,284	[3] 1,800,000
Italy	703,844	815,490	865,305	928,847	[3] 1,000,000
Japan	1,964,613	2,072,445	2,750,000	[4] 2,800,000	[4] 3,000,000
Luxemburg	1,872,372	1,986,604	2,512,495	1,500,000	[3] 1,800,000
Mexico	64,139	88,032	89,717	98,376	[4] 100,000
Netherlands	253,616	274,883	311,773	266,956	284,004
New Zealand	4,981				
Norway	130,751	167,357	181,238	173,748	[4] 175,000
Poland	394,097	581,869	724,296	967,668	[3] 1,000,000
Rumania	81,989	97,096	127,234	130,388	[4] 140,000
Spain	348,678	220,815	128,000	439,897	[3] 500,000
Sweden	612,596	631,736	692,865	713,579	[3] 640,000
Union of South Africa	173,486	202,186	276,236	294,406	300,227
U. S. S. R	12,606,100	14,546,077	14,520,000	15,179,856	[3] 15,200,000
United Kingdom	6,527,105	7,814,922	8,629,313	6,871,546	[3] 8,300,000
United States	21,715,341	31,571,224	37,749,575	19,474,677	32,321,631
Yugoslavia	21,793	44,453	41,006	38,458	[4] 60,000
	74,125,000	91,620,000	104,200,000	82,895,000	102,000,000

[1] In addition to countries listed, pig iron is produced in Chile and the Philippine Islands, but production figures are not available.
[2] Year ended June 30.
[3] Approximate production as published by Steel, vol. 106, No. 1, January 1940, p. 269.
[4] Estimated production.
[5] Beginning with March 1935, production of the Saar is included with that of Germany. Production of the Saar in January and February 1935 amounted to 302,196 metric tons.

FERRO-ALLOYS

Production and shipments.—The production of ferro-alloys was 735,171 gross tons in 1939 compared with 584,724 in 1938, an increase of 26 percent. In 1939 ferro-alloys were made at 13 blast-furnace plants, 16 electric-furnace plants, and 3 aluminothermic plants; in addition 3 plants made ferrophosphorus and 2 plants made ferrosilicon as a byproduct. Of the 1939 total, 486,098 tons were made in blast furnaces and 245,236 tons in electric furnaces.

Shipments of all classes of ferro-alloys in 1939 rose 81 percent in quantity and 79 percent in total value over 1938. Compared with the 5-year average for 1925–29 (715,250 tons), 1939 shipments increased 18 percent.

Ferro-alloys shipped from furnaces in the United States, 1938–39, by varieties

Variety of alloy	1938		1939	
	Gross tons	Value	Gross tons	Value
Ferromanganese	223,720	$19,144,884	296,631	$24,137,211
Spiegeleisen	24,939	[1] 728,830	84,739	2,484,042
Ferrosilicon (7 percent or more silicon)	163,775	7,999,661	343,822	16,850,356
Ferrophosphorus	6,593	469,940	13,320	898,471
Ferrotungsten	484	1,453,227	1,609	4,846,386
Other varieties [2]	44,601	12,662,971	101,041	26,940,122
	464,112	[1] 42,459,513	841,162	76,156,588

[1] Revised figures.
[2] Ferroboron, ferrochromium, ferrocolumbium, ferromolybdenum and calcium-molybdenum compounds, ferrotitanium, ferrovanadium, ferrozirconium, silicomanganese, silicospiegeleisen, and zirconium ferrosilicon.

Ferromanganese.—Shipments of ferromanganese in 1939 increased 33 percent over 1938 but were 2.4 percent below the 5-year average for 1925–29 (303,883 gross tons). The average value per ton, f. o. b. furnaces, reported for ferromanganese was $81.37 in 1939 compared with $85.58 in 1938.

The production of ferromanganese in 1939 increased 11 percent over 1938 and was made at seven blast-furnace plants and one electric-furnace plant in both 1938 and 1939. In both years most of the output was made in blast furnaces.

Ferromanganese produced in the United States and metalliferous materials consumed in its manufacture, 1935–39

Year	Ferromanganese produced			Materials consumed (gross tons)				Manganese ore used per ton of ferromanganese made (gross tons)
	Gross tons	Mn contained		Manganese ore (35 percent or more Mn, natural)		Iron and manganiferous iron ores	Cinder, scale, and purchased scrap	
		Percent	Gross tons	Foreign	Domestic			
1935	214,290	79.41	170,168	401,846	4,286	9,195	8,921	1.865
1936	316,000	79.09	249,933	595,114	5,987	12,467	2,821	1.902
1937	376,443	79.54	299,425	698,052	9,444	17,511	6,017	1.879
1938	242,994	78.65	191,104	416,738	22,548	9,696	8,462	1.808
1939	270,111	79.24	214,040	502,986		8,324	6,250	1.862

The tonnage of manganese ore used per ton of ferromanganese produced increased slightly in 1939. As shown in the following table all manganese ore used in making ferromanganese in 1939 came from foreign sources.

Quantity and tenor of manganese ore used in manufacture of ferromanganese in the United States, 1938–39

Source of ore	1938		1939	
	Gross tons	Manganese content (percent, natural)	Gross tons	Manganese content (percent, natural)
Africa	152,698	48.99	129,227	48.14
Brazil	64,060	41.44	58,284	43.73
Chile			856	48.16
Cuba	36,295	48.07	58,999	48.16
India	55,965	49.24	86,309	49.84
U. S. S. R.	107,720	47.61	169,311	47.54
United States	22,548	53.20		
	439,286	47.72	502,986	47.72

Spiegeleisen.—Shipments of spiegeleisen from domestic furnaces in 1939 rose 240 percent over 1938. The average value per ton at the furnaces was $29.31 in 1939 compared with $29.22 (revised figure) in 1938. The entire production, which increased to 91,491 tons in 1939 from 11,311 tons in 1938, was made in blast furnaces. Output in 1939 averaged 20.18 percent manganese. Most of the spiegeleisen was manufactured from domestic ores in 1939, only 206 tons of foreign manganese ore being used.

Ferrosilicon.—Shipments of ferrosilicon in 1939 increased 110 percent over 1938. The production of ferrosilicon in 1939 totaled 279,964 gross tons, including 144,948 tons made by blast furnaces, 134,844 tons by electric furnaces, and 172 tons as a byproduct in the manufacture of artificial abrasives in electric furnaces. The silicon content of the production in 1939 ranged from 7 to 95 percent but averaged 24 percent. Most of the raw material used in making ferrosilicon was of domestic origin.

Ferrophosphorus.—Production of ferrophosphorus decreased slightly to 15,465 gross tons containing 24.37 percent phosphorus in 1939 from 15,842 tons containing 24.14 percent phosphorus in 1938, but shipments from furnaces increased 102 percent. Most of the 1939 output was made in electric furnaces, and all of it was manufactured from domestic materials.

Ferrotungsten.—Shipments of ferrotungsten gained 232 percent in quantity and 233 percent in total value over 1938. The 1939 shipments contained 78.43 percent (2,827,282 pounds) tungsten and were valued at $1.71 per pound of contained tungsten. Production totaled 1,586 gross tons containing 78.45 percent tungsten (2,786,686 pounds). In addition to domestic ores (chiefly from California, Colorado, and Nevada), foreign ores from China, the Malay States, Mexico, and South America were used. All ferrotungsten was made in electric furnaces.

Foreign trade.—Imports of all alloys of the rarer metals are not recorded separately but are grouped as shown in the following table. Ferromanganese and spiegeleisen comprised most of the imports in both 1938 and 1939. Imports of ferromanganese for consumption (chiefly from Norway and the Netherlands) were 41,227 gross tons—57 percent more than in 1938. Imports of spiegeleisen for consumption (chiefly from Canada) were 38,264 tons, an increase of 122 percent over 1938. The duty on ferrosilicon containing 8 percent but less than 10 percent silicon was cut from 1½ cents to 1 cent per pound of silicon content, effective January 1, 1939; in the new trade agreement with Canada. That country supplies most of the imports of this material. Exports of ferro-alloys, which are relatively unimportant in tonnage, rose in 1939 over 1938. Exports of ferromanganese and spiegeleisen in 1939 were 2,923 gross tons and of other ferro-alloys 4,042 tons.

Ferro-alloys and ferro-alloy metals imported for consumption in the United States, 1938–39, by varieties

Variety of alloy	1938			1939		
	Gross weight (gross tons)	Content (gross tons)	Value	Gross weight (gross tons)	Content (gross tons)	Value
Ferromanganese:						
Containing over 1 percent carbon	26,001	20,903	$1,739,501	40,210	32,565	$2,815,465
Containing not over 1 percent carbon	257	215	31,447	1,017	849	119,749
Manganese silicon (manganese content)				[1]	17	1,240
Manganese boron, manganese metal, and spiegeleisen not more than 1 percent carbon (manganese content)	[1]	19	8,798	[1]	22	9,247
Spiegeleisen	17,248	[1]	625,480	38,264	[1]	1,329,814
Ferrochrome or ferrochromium:						
Containing 3 percent or more carbon	[2]	[2]	5	6	3	646
Containing less than 3 percent carbon	175	121	29,953	188	127	38,558
Ferrosilicon	5,325	626	131,067	8,203	1,036	237,543
Chrome or chromium metal	39	[1]	48,343	56	[1]	59,520
Chromium and zirconium silicon and calcium silicide	899	[1]	93,319	1,773	[1]	225,312
Ferromolybdenum, molybdenum metal and powder, calcium molybdate, and other compounds and alloys of molybdenum (molybdenum content)	[1]	[4]	81	[1]	42	32,327
Ferrotitanium				[1]	[5]	77
Tungsten and combinations, in lumps, grains, or powder:						
Tungsten metal (tungsten content)	[1]	9	23,994	[1]	18	41,440
Combinations containing tungsten or tungsten carbide (tungsten content)	[1]	1	7,523	[1]	[6]	1,430
Tungsten acid and other compounds of tungsten, n. s. p. f. (tungsten content)	[1]	[3]	1,606	[1]	[6]	4,424

[1] Not recorded. [2] 300 pounds. [3] 60 pounds. [4] 25 pounds. [5] 350 pounds. [6] 251 pounds. [7] 241 pounds. [8] 700 pounds.

Ferromanganese and ferrosilicon imported for consumption in the United States, 1938–39 by countries.

Country	Ferromanganese (manganese content)				Ferrosilicon (silicon content)			
	1938		1939		1938		1939	
	Gross tons	Value	Gross tons	Value	Gross tons	Value	Gross tons	Value
Canada			(1)	$50	626	$134,067	1,036	$237,9
Czechoslovakia [2]	3,043	$211,356	2,050	162,091				
France	1,137	152,068	846	100,905				
Germany [2]			391	24,622				
Japan	308	37,118						
Netherlands	5,848	403,561	7,974	561,509				
Norway	10,547	953,045	19,563	1,909,610				
Poland and Danzig [2]			1,598	118,015				
Sweden			22	3,356				
Yugoslavia	240	13,800	970	55,056				
	21,118	1,770,948	33,414	2,935,214	626	134,067	1,036	237,9

[1] Less than 1 ton.
[2] For statistical purposes, trade with the Sudeten area, as far as ascertainable, is included with German while trade with the other Czechoslovak Provinces occupied by Germany and Poland has been includ with these countries since March 18 or 19, 1939. After November 16, 1939, trade with Danzig and th part of Poland occupied by Germany has been included with Germany.

Ferro-alloys and ferro-alloy metals exported from the United States, 1938–39, varieties

Variety of alloy	1938		1939	
	Gross tons	Value	Gross tons	Value
Ferromanganese and spiegeleisen	247	$18,799	2,923	$247,7
Other ferro-alloys [1]	1,197	1,171,869	4,042	1,024,9

[1] Includes ferrosilicon, ferrotungsten, ferrovanadium, and other ferro-alloys.

STEEL

Production.—The domestic steel industry operated at 53 perce of capacity in the first half of 1939, maintaining production at th level of the latter half of 1938. During the second half of 193 however, the operating rate increased progressively from 52.4 pe cent of capacity in July to 93.3 percent in November but dropped 85.6 percent in December. Slightly more than one-third of the 19 output of steel was made in the final 3 months, when the productio rate rose to an all-time high. The average operating rate was 6 percent in 1939 compared with 40 percent in 1938. The followi figures covering the output of steel were compiled by the Americ Iron and Steel Institute. Production of steel ingots and castings 1939 totaled 47,141,709 gross tons, 4 percent below the 1925- average but an increase of 66 percent over 1938.

Of the 1939 total, 91.7 percent was made in the open hearth, 6 percent in bessemer converters, 1.9 percent in electric furnaces, a only 831 tons in crucible furnaces. The bulk (42,704,197 tons) the total open-hearth output in 1939 was made in basic furnaces.

Of the total output of steel ingots and castings, 46,908,428 gross ons were ingots in 1939 compared with 28,210,841 tons in 1938. A large part of the steel production comes from the contiguous States ennsylvania and Ohio. In 1939 these two States produced about 50 ercent of the total steel, 49 percent of the open-hearth steel, and 76 ercent of the bessemer steel.

pen-hearth steel ingots and castings manufactured in the United States, 1935–39, by States, in gross tons

cludes only that portion of the steel for castings produced in foundries operated by companies manufacturing steel ingots]

State	1935	1936	1937	1938	1939
w England States	248,778	301,161	276,021	163,658	256,116
w York and New Jersey	1,275,496	2,109,946	2,789,413	1,347,802	2,346,348
nnsylvania	7,850,710	12,913,903	14,561,700	7,072,157	12,162,743
io	7,702,018	9,789,985	9,067,944	5,372,234	8,851,298
diana	4,376,998	5,963,501	5,947,368	3,435,360	5,791,520
nois	2,534,811	3,663,011	3,913,318	1,950,224	3,292,745
her States	6,726,618	8,794,621	9,716,539	6,622,865	10,522,266
	30,715,429	43,536,128	46,272,303	25,964,300	43,223,036

ssemer-steel ingots and castings manufactured in the United States, 1935–39, by States, in gross tons

cludes only that portion of the steel for castings produced in foundries operated by companies manufacturing steel ingots]

State	1935	1936	1937	1938	1939
io	1,361,933	1,639,329	1,747,710	1,074,032	1,285,383
nnsylvania	764,403	952,971	830,440	348,060	990,251
inois	375,445	866,157	871,777	458,569	723,398
her States	333,250				
	2,835,031	3,458,457	3,449,927	1,880,661	2,999,032

Steel electrically manufactured in the United States, 1935–39, in gross tons

cludes only that portion of the steel for castings produced in foundries operated by companies manufacturing steel ingots]

Year	Ingots	Castings	Total	Year	Ingots	Castings	Total
	521,818	19,674	541,492	1938	468,610	36,414	505,024
	704,213	68,242	772,455	1939	849,573	69,237	918,810
	814,310	31,227	845,537				

The steel-production figure for 1939 includes 2,867,817 gross tons of loy-steel ingots and castings, which represent 6 percent of the total. his figure includes steels in which the minimum of the range specified any of the elements named exceeds the following percentages: ickel, 0.40 percent; chromium, 0.30 percent; copper, 0.50 percent; anganese, 1.65 percent; silicon, 0.50 percent; molybdenum, 0.10 ercent; vanadium, tungsten, cobalt, titanium, and zirconium, any ercent. The output of alloy steels in 1939 increased 94 percent and at of total steel 66 percent over 1938. Of the total alloy-steel

output in 1939, 72 percent came from basic open hearths, 5 percent from acid open hearths, 23 percent from electric furnaces, 206 tons from crucible furnaces, and 3,113 tons from bessemer furnaces.

Production of alloy-steel ingots and castings, 1935–39, by processes, in gross tons

[Includes only that portion of the steel for castings produced in foundries operated by companies manufacturing steel ingots]

Process	1935	1936	1937	1938	1939
Open hearth, basic	1,633,541	2,239,885	2,285,009	1,052,706	2,055,60
Open hearth, acid	73,400	115,766	146,835	91,151	139,88
Bessemer				12	3,11
Crucible	154	209	241	4	20
Electric	412,563	527,762	600,550	332,475	669,06
	2,119,658	2,883,622	3,032,626	1,476,348	2,867,87

From the foregoing tables it will be seen that most of the steel made in electric furnaces (73 percent in 1939) is alloy steel. Typically, steels with higher alloy content are made in electric furnaces and steels with lower alloy content by the open-hearth process.

Foreign trade.—Although exports of iron and steel products (excluding scrap) in 1939 did not approach the high figure established in 1937, they were 16 percent above 1938 and surpassed those in any other year since 1929. Because of unsettled conditions and expanded armament activities foreign producers have been unable to meet demands in their own countries, and buyers have turned to the United States for supplies. Shortage of necessary raw materials, inadequate smelting capacity, and finishing and fabricating facilities insufficient to meet expanded demands in other nations have caused abnormal exports in a wide range of semimanufactured and manufactured American products. The situation abroad, however, is being rectified by the construction and equipment of new plants and the search for and development of sources of raw material. The success of these programs may make other nations more important factors in export markets, with a consequent lower demand in this country. Barter methods now being used may make competition difficult for American producers.

Exports of iron ore, pig iron, and ferro-alloys are covered in other sections of this report. All important items in the 1939 movement of iron and steel products, except pig iron and rails, registered gains. Exports of iron and steel scrap (including tin-plate scrap), although lower than the unprecedented total of 4,101,549 tons in 1937, amounted to 3,584,439 tons. Of the 1939 scrap exports 83 percent went to three countries—Japan (57 percent), United Kingdom (14 percent), and Italy (12 percent).

Although exports of American iron and steel products in 1939 reached most of the world markets, seven countries took 52.6 percent of the total—Canada 15.6 percent, Japan 8.1 percent, the United Kingdom 6.5 percent, Brazil 6.0 percent, Sweden 5.9 percent, the Philippine Islands 5.8 percent, and the Netherlands 4.7 percent.

Iron and steel exported from the United States, 1938–39

Article	1938		1939	
	Gross tons	Value	Gross tons	Value
Semimanufactures:				
Steel ingots, blooms, billets, slabs, and sheet bars	167,641	$5,905,201	215,750	$8,090,822
Iron and steel bars and rods:				
Iron bars	1,310	100,803	866	89,298
Concrete reinforcement bars	26,105	1,366,775	47,255	2,267,422
Other steel bars	123,417	8,873,068	166,446	12,897,431
Wire rods	23,465	1,381,414	31,450	1,330,141
Iron and steel plates, sheets, skelp, and strips:				
Boiler plates	6,753	460,613	9,278	536,366
Other plates, not fabricated	214,355	10,883,283	244,800	11,479,538
Skelp iron or steel	59,867	2,465,104	81,662	3,359,890
Iron and steel sheets, galvanized	76,037	7,020,398	110,968	9,594,599
Steel sheets, black, ungalvanized	205,278	16,442,444	269,025	19,698,555
Iron sheets, black	7,566	614,603	10,448	812,392
Strip band, and scroll iron or steel:				
Cold-rolled	25,514	2,714,356	26,243	2,841,861
Hot-rolled	37,041	2,469,958	62,710	3,740,975
Tin plate, terneplate, and taggers' tin	161,576	19,078,015	311,016	33,032,832
Manufactures—steel-mill products:				
Structural iron and steel:				
Water, oil, gas, and other storage tanks complete and knocked-down material	37,730	3,284,095	28,735	2,646,797
Structural shapes:				
Not fabricated	83,691	4,507,428	115,465	5,549,454
Fabricated	38,057	3,668,049	37,154	3,505,595
Plates fabricated, punched, or shaped	2,348	219,003	6,701	505,833
Metal lath	863	160,272	1,656	303,258
Frames, sashes, and sheet piling	4,909	519,986	8,878	797,021
Railway track material:				
Rails for railways	82,721	3,111,734	59,092	2,375,481
Rail joints, splice bars, fishplates, and tieplates	7,343	444,081	8,814	618,666
Switches, frogs, and crossings	1,645	325,514	2,009	365,830
Railroad spikes	2,606	186,529	3,513	253,848
Railroad bolts, nuts, washers, and nut locks	1,236	148,132	1,950	221,653
Tubular products:				
Boiler tubes	8,124	1,541,236	15,170	1,959,587
Casing and oil-line pipe	63,703	6,916,700	87,905	8,717,000
Seamless black pipe, other than casing and oil line	7,459	1,286,813	10,219	1,355,699
Welded black pipe	13,779	1,407,519	23,957	2,279,376
Welded galvanized pipe	17,404	1,762,457	33,398	3,245,345
Malleable-iron screwed pipe fittings	3,102	1,088,644	4,608	1,440,524
Cast-iron screwed pipe fittings	1,891	506,202	2,363	582,190
Cast-iron pressure pipe and fittings	20,045	1,312,048	31,805	1,618,952
Cast-iron soil pipe and fittings	9,957	656,704	11,978	744,917
Riveted-steel or iron pipe and fittings	945	189,307	7,574	2,115,909
Wire and manufactures:				
Barbed	33,942	2,457,339	53,323	3,743,725
Galvanized wire	25,792	1,946,316	28,259	2,098,188
Iron or steel wire, uncoated	24,080	1,830,283	32,235	2,417,065
Wire rope, and strand	4,872	1,181,125	6,058	1,514,691
Woven-wire fencing and screen cloth	3,541	682,452	5,294	1,155,051
All other	6,282	1,504,675	11,899	2,491,593
Nails and bolts (except railroad):				
Wire nails	20,720	1,369,771	25,796	1,697,071
Horseshoe nails	888	179,128	931	208,364
All other nails, including tacks and staples	4,348	476,580	5,527	610,143
Bolts, nuts, rivets, and washers (except railroad)	8,057	2,082,898	8,856	2,349,658
Castings and forgings:				
Horseshoes and calks	103	13,114	224	29,576
Iron and steel, including car wheels and axles	37,634	4,536,947	51,854	7,033,534
Advanced manufactures:				
House heating boilers and radiators		333,101		279,443
Oil burners and parts		1,125,993		1,085,111
Tools:				
Axes		476,610		607,445
Shovels and spades		248,392		316,817
Hammers and hatchets		232,008		303,707
Saws, wood and metal cutting		1,225,686		1,754,048
All other tools		9,356,596		11,923,674

Imports for consumption of iron and steel (exclusive of scrap) in 1939 were 19 percent greater than in 1938. The import trade was much lower than the export trade. Ferromanganese, pig iron, and spiegeleisen accounted for most of the increase in 1939, as manufactured and unmanufactured articles gained only 4 percent. Imports came principally from European countries, Canada, and British India. Imports of scrap in 1939 were only 29,492 long tons (21 percent above 1938), and 92 percent of the 1939 total came from Canada.

Iron and steel imported for consumption in the United States, 1938–39, by commodities

Commodity	1938		1939	
	Gross tons	Value	Gross tons	Value
Semimanufactures:				
Steel bars:				
Concrete reinforcement	1,531	$51,924	2,364	$74,28
Solid or hollow, n. e. s	18,899	1,122,228	17,060	906,87
Hollow and hollow drill steel	865	131,386	1,357	198,75
Iron slabs, blooms, or other forms	(1)	5		
Bar iron	504	29,005	930	76,48
Wire rods, nail rods, and flat rods up to 6 inches in width	5,280	410,454	10,692	928,63
Boiler or other plate iron or steel, except crucibles and saw-plate steel	355	18,900	18	9
Sheets or plates of iron or steel	(1)	17	10	13,01
Steel ingots, blooms, and slabs	205	5,586	18	4,00
Billets, solid or hollow	553	65,413	727	90,9
Die blocks or blanks; shafting, etc	96	34,191	89	7,8
Circular saw plates	32	14,233	52	23,6
Sheets of iron or steel, common or black and boiler or other plate iron or steel	5,651	290,289	750	31,2
Sheets and plates and steel, n. s. p. f	361	29,634	604	39,5
Tin plate, terneplate, and taggers' tin	109	32,013	99	24,8
Manufactures:				
Structural iron and steel	39,624	1,494,869	39,533	1,351,8
Rails for railways	3,336	98,028	7,020	175,8
Rail braces, bars, fishplates or splice bars, and tie plates	288[2]	14,935	765	29,8
Pipes and tubes:				
Cast-iron pipe and fittings	1,619	59,420	1,841	69,7
Other pipes and tubes	29,102	2,481,334	30,587	2,621,2
Wire:				
Barbed	12,528	720,378	15,249	926,5
Round iron and steel	1,531	308,223	2,310	497,2
Baling	152	10,170	202	13,2
Telegraph, telephone, etc., except copper, covered with cotton jute, etc	27	14,144	8	3,2
Flat and steel strips not thicker than ¼-inch and not over 16 inches wide	2,096	1,626,961	3,153	1,727,6
Rope and strand	2,020	376,406	1,663	291,3
Galvanized fencing wire and wire fencing	1,459	96,865	1,474	89,3
Hoop or band iron or steel for baling	9,403	406,246	23,227	855,5
Hoop, band, strips, or scroll iron or steel, n. s. p. f	16,728	644,974	443	528
Nails	7,598	649,998	7,287	857,6
Castings and forgings, n. e. s	3,815	427,788	1,124	148,3

[1] Less than 1 ton.

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3937 SLOSS EXHIBIT No. 2.

Sloss-Sheffield Steel & Iron Company

Pig Iron, Coal, Coke, By-Products

Address All Communications To The Company

Birmingham, Ala., July 7th, 1934.

Commissioner C. L. Richardson,
Representative of Secretary of Labor,
United States Department of Labor,
Birmingham, Alabama.

This is to confirm the understanding reached today at the conference between representatives of employees of our red ore mines and the management, which was presided over by Commissioner Richardson, regarding the position of this Company as to its red ore mining operations. This is furnished to you as the representative of the United States Government as a part of your record in this matter.

We are informed that the following named men have been chosen as a Committee to deal with the management on collective bargaining matters:

Geo. R. Coles, V. P. International.
John Hilk, Pres. Local.
Jessie Gaines, V. P. Local.
Dave E. Smith, Fin. Sec. Local.
W. A. O'Neal, Chairman, Executive Board.
J. W. Gilbert, Chairman, Executive Board.
Tony Costa, Chairman, Executive Board.
Martin Walker, Chairman, Executive Board.
Sam Knox, Chairman, Executive Board.

We are entirely willing to deal with this Committee on matters of collective bargaining as they arise for all our red ore mines employees as they may represent.

The employees at our Ore Mines have been free to join any organization they chose without prejudice or discrimination and this is the policy of our Company.

It is understood that the wage scale attached to this letter constitutes the rates to be paid by us for the various classifications as shown, for the period of one year from this date, unless changed by mutual agreement between the management and the representatives.

Our men at each mine are free to select a committee to represent them in adjusting any grievance that may arise between them and the management which the employee himself cannot settle satisfactorily with his immediate supervisor. It is understood that such committee will not take up any grievance with the management unless and until the employee has endeavored to adjust the matter himself.

If the Committee and the Foreman of the mine fail to adjust any grievance, the matter will then be taken up by the Committee with the Mine Superintendent. Failing to reach agreement in this event, it will be taken up with the General Superintendent of Ore Mines. If they should fail to agree, the matter may be submitted to arbitration, one arbitrator to be named by the Committee and one to be named by the management of the Company and these two may select a third.

It is understood that the management of the mines and direction of the working forces are vested exclusively in the Company, and the duties of the mine committee shall be confined as above outlined. These duties are not to

conflict with the proper execution of the assigned Company occupations.

It is understood that no such mine committee will interfere with the operations of the mine to enforce any purely local grievance until the full procedure of settlement has been followed.

The Company, of course, will be bound by all the terms and conditions of the Ore Mining Code when such Code has been adopted and signed by the Company to the extent that it applies to our operations in this District.

As a condition of the above understandings reached between the Committee and the management, it is understood the strike at our Ore Mines is called off and that all men are to return to their former occupations without prejudice of discrimination.

Yours truly,

R. M. MARSHALL,
Vice President and General Manager.

Sloss-Sheffield Steel & Iron Company.

Red Ore Mines.

Inside Rates.

Occupation	Present Rate	Amount Per Shift	Proposed Rate	Amount Per Shift	Hours Present and Proposed
Section Foreman	$0.58	$4.64	$0.64	$5.12	8
Company Drillers	.47	3.76	.51	4.08	8
Helpers	.40	3.20	.44	3.52	8
Magazine Man	.42	3.36	.45	3.60	8
Rockmen	.47	3.76	.51	4.08	8
Rockmen Helpers	.40	3.20	.43	3.44	8
Timbermen	.47	3.76	.51	4.08	8
Timbermen Helpers	.40	3.20	.43	3.44	8
Pipemen	.44	3.52	.47	3.76	8
Pipemen Helpers	.40	3.20	.43	3.44	8
Drivers	.40	3.20	.43	3.44	8
Chainers—contract	.0182 ton	5.40 avg.	.0182 ton	5.40	
Company chainers	.42	3.36	.46	3.68	8
Company chainers	.40	3.20	.435	3.48	8
Engineers—Main Hoist	.47	3.76	.57	4.56	8

Occupation	Present Rate	Amount Per Shift	Proposed Rate	Amount Per Shift	Hours Present and Proposed
Engineers—Auxiliary Hoist	.42	3.36	.46	3.68	8
Stableman	.42	3.36	.47	3.76	8
Trackmen	.47	3.76	.51	4.08	8
Trackmen Helpers	.40	3.20	.43	3.44	8
Roller Man	.40	3.20	.44	3.52	8
Pumpers	.40	3.20	.44	3.52	8
Electric Repairman	.47	3.76	.605	4.84	8
Machinist	.47	3.76	.605	4.84	8
Laborers	.40	3.20	.415	3.32	8

Sloss Sheffield Steel & Iron Company.

Red Ore Mines.

Outside Rates.

Occupation	Present Rate	Amount Per Shift	Proposed Rate	Amount Per Shift	Hours Present and Proposed
Truck Driver	$0.33	$2.64	$0.38	$3.04	8
Teamster	.30	2.40	.35	2.80	8
Engineers—Main Hoist	.495	4.95	.58	5.80	10
Tipple Foreman	.385	3.08	.42	3.36	8
Dumpers	.30	2.40	.35	2.80	8

Occupation	Present Rate	Amount Per Shift	Proposed Rate	Amount Per Shift	Hours Present and Proposed
Tipplemen	.30	2.40	.35	2.80	8
Conveyor Men	.30	2.40	.35	2.80	8
Weighmen	.455	4.10	.50	4.50	9
R. R. Car Loaders	.30	2.40	.35	2.80	8
Crusher Men	.385	3.08	.42	3.36	8
Oiler	.30	2.40	.35	2.80	8
Machinist	.55	4.40	.625	5.00	8
Blacksmith	.57	4.56	.65	5.20	8
Blacksmith Helpers	.33	2.64	.38	3.04	8
Carpenter	.44	3.52	.48	3.84	8
Car Repairman	.44	3.52	.47	3.76	8
Car Repairman Helpers	.385	3.08	.42	3.36	8
Drill Sharpener	.44	3.52	.535	4.28	8
Drill Sharpener Helper	.33	3.64	.40	3.20	8
Compressor Men	.44	3.52	.52	4.16	8
Watchmen	.33	2.64	.36	2.88	8
Laborers	.30	2.40	.30	2.40	8

Sloss-Sheffield Steel & Iron Company.

Red Ore Mines.

Hand Loading Entries.

Normal crew 5 men. Base 35 tons per shift of 8 hours. Tonnage rates.

Occupation	Present Rate	New Rate	Earnings Per Hour	Earnings Per Shift
Driller	$0.099 per ton	$0.1303 per ton	$0.57	$4.56*
Helper	.088 per ton	.1074 per ton	.47	3.76
Muckers	.088 per ton	.1143 per ton	.50	4.00

All excess tonnage above base each day period will be paid on pro rata basis at $0.58 per ton.

* After expenses are deducted.

Credit for yardage to driller, or head miner, if employed.

Entry. Yardage Rates.

Main Slope	$16.50 per lin. yd.
10 x 16 Entry	11.00 per lin. yd.
10 x 18 Entry	9.20 per lin. yd.
Upset	7.30 per lin. yd.

4030

Drag Loading.

Normal crew 9 men. Base 130 tons per shift of 8 hours.

Occupation	Present Rate	New Rate	Earnings Per Hour	Earnings Per Shift
Head Miner	$0.1170 per ton	$0.1400 per ton	$0.64	$5.12**
Drillers	.0319 per ton	.0351 per ton	.57	4.56
Helpers	.0264 per ton	.0290 per ton	.47	3.77
Drag Engineers	.0273 per ton	.0351 per ton	.57	4.56
Haulage Engineer	.0264 per ton	.0268 per ton	.435	3.48
Muckers	.0264 per ton	.0308 per ton	.50	4.00

** After Expenses are deducted.

All excess tonnage above base each pay period will be paid on pro rata basis at $0.455 per ton.

3943 PLAINTIFFS' EXHIBIT No. 35.

Wage and Hour Division

Minneapolis, Minnesota.

406 Pence Building,

Minneapolis, Minnesota, Monday, June 30, 1941.

Depositions.

Depositions taken in the matter of File Nos. 5232, 5233 and 5234 of Sam E. Swanson, George Micheal Burck, Leander A. Runn, John Debeltz, Anton Pechek, Joseph Bovitz, Andrew Sopko, Florindo Pilotto, Frank Eagloski and William Hartman.

Present:

Donald M. Murtha, 406 Pence Building, Minneapolis, Minnesota, appearing for the Intervener, Philip B. Fleming, Administrator, Wage and Hour Division.

Borden Burr, Brown Marx Building, Birmingham, Alabama, and S. M. Bronaugh, 2100 Comer Building, Birmingham, Alabama, appearing jointly for Tennessee Coal, Iron and Railroad, Company; Republic Steel Corporation; and Sloss-Sheffield Steel and Iron Company, plaintiffs.

3945 NOTICE OF INTERVENER OF TAKING DEPOSITION OF WITNESSES AT MINNEAPOLIS, MINN., ON 6 28 41, omitted from the printed record, pursuant to Rule 23 of this Court.

* * * * * * * * *

3948 NOTICE OF TAKING OF DEPOSITIONS OF WITNESSES AT MINNEAPOLIS, MINN., ON 6/30/41, omitted from the printed record, pursuant to Rule 23 of this Court.

* * * * * * * * * *

3950 PROCEEDINGS.

Mr. Murtha:

Depositions of George Michael Burck, John Debeltz, Anton Pachek, Sam E. Swanson, Leander A. Runn, Joseph Bovitz, William Hartman, Andrew Sopki, Frank Eagloski, and Florindo Pilotto, taken at 406 Pence Building, Minneapolis, Minnesota, at 1:00 o'clock, on June 30, 1941, before Everett D. Nelson, Notary Public, in and for the County of Hennepin, State of Minnesota, pursuant to notices of taking depositions in the above-entitled actions, served on the plaintiffs on the 20th day of June, 1941, and the 24th day of June, 1941.

Appearing for the Intervener, Philip B. Fleming, Administrator of the Wage and Hour Division, United States Department of Labor, in each case, Donald M. Murtha, Regional Attorney of the Wage and Hour Division, 406 Pence Building, Minneapolis, Minnesota.

Now, Mr. Burr, what is your full name?

Mr. Burr:

Appearing for the Plaintiffs, Borden Burr and Sam M. Bronaugh, Birmingham, Alabama.

Mr. Murtha:

Now these other gentlemen are not appearing, I take it?

Mr. Burr:

No, sir, they are not appearing; they are spectators.

Mr. Murtha:

Well, then, let the record show that the Defendants and Intervener call as the first witness, Sam E. Swanson.

(Discussion off record between counsel.)

Mr. Murtha:

It is stipulated between the parties that the examination and reading of the deposition by the witnesses after the deposition is fully transcribed is hereby waived; and it is further stipulated that the signing of each page of the deposition and the signing of the deposition is hereby waived—

Mr. Burr:

Provided the Notary Public certifies his transcript is a correct transcription of the testimony of the witnesses as taken down.

Mr. Murtha:

All right. I will call Mr. Sam E. Swanson.

3951 SAM E. SWANSON was thereupon called as a witness, and having been first duly sworn, testified as follows:

Direct Examination.

By Mr. Murtha:

Q. What is your name?

A. My full name is Samuel Elmer Swanson.

Q. Are you also known as Sam E. Swanson?

A. That is what I am generally known as.

Q. Where do you live?

A. Ely Minnesota, 538 East James Street.

Q. What do you do for a living?

A. I am a contract miner, underground.

Q. How long have you been a miner?

A. I have been a contract miner underground for over twenty years.

Q. Do you know what year you started to mine?

A. I started in as a contract miner in July of 1920.

Q. At what mine?

A. At the Boeing Mine, Cleveland Cliffs Iron Company at Hibbing, Minnesota.

Q. You stayed there how long?

A. Until September, 1927. The lease had expired and the superintendent told me that—

Mr. Burr:

Wait a minute; we object to any conversations, of course.

By Mr. Murtha:

Q. How long did you stay there?

A. Seven years.

Q. Until what year?

A. Until 1927—until the month of September, 1927.

Q. Do you recall during the period you were at the Boeing Mine the hours you worked?

Mr. Burr:

Just a minute, Mr. Swanson. The plaintiffs wish to interpose an objection to that question. I suggest that by stipulation the same objection may be interposed to similar questions, that it is irrelevant, immaterial and incompetent in this case, and it involves operations not in any way connected or associated with the mines of the plaintiffs in the State of Alabama, and it is in reference to matters with which the plaintiffs in this case have no connection.

In other words, I want to make it plain that we are objecting to any testimony in reference to conditions in Min-

nesota as in any way having a relevancy to the conditions that actually exist in the State of Alabama. Now, if the attorney is willing to stipulate that it is understood that I have that objection to each question asked with reference to those matters, why, it won't be necessary for me to interrupt you.

Mr. Murtha:
Well, my instructions are rather limited.

Mr. Burr:
Well, I should think you could certainly have authority to do that, because I would have to be objecting to every question you ask him.

By Mr. Murtha:
Q. Now, is this an iron mine?
A. Iron ore mine—underground and open pit, both.

Mr. Burr:
Now, is it understood that I have that objection, or shall it be necessary for me to interpose an objection each time?

Mr. Murtha:
Oh, it is understood.

By Mr. Murtha:
Q. This is an iron ore mine?
A. Do I answer your question now?
Q. Yes.
A. Regarding what time we went to work?
Q. Well, I will restate that. Is this an iron ore mine?
A. Yes.
Q. What range is it?
A. The Mesabi Range.
Q. How do you spell that?

A. I understand that the correct way is Mesabi.

Q. Was the Boeing Mine an underground mine?

A. It was both, an underground and an open pit.

Q. Did you do underground mining?

A. I never worked in the pit. I worked underground all the time I was on the Boeing.

Q. Now, in your own words, describe the miner's day at Boeing during the period that you were there.

Mr. Burr:

Now, just a minute. In addition to the objections that we have stipulations about I also want to have the record show that we object to this on the part of time. This gentleman left there in September, 1927, and it could have no effect on matters in issue in this case.

A. At the Boeing?

By Mr. Murtha:

Q. Go ahead.

A. The Boeing was a shallow mine and climbed down about ten minutes to eight in the morning. At about ten minutes to eight in the morning they blew two short blasts, which was a signal for us to start climbing down, and at eight o'clock all the miners and underground employees would be under ground. Of course, we wouldn't be at our working place, but we would be underground at eight o'clock.

Q. About what time did you arrive at the face?

A. Well, it would vary, depending on the distance from the shaft, but I would say possibly ten or fifteen minutes after eight.

Q. Go ahead.

A. At twelve o'clock we would start climbing up for our lunch hour, so we generally left the face around 11:45 or possibly 11:50, depending on the distance we had to go. And again, at ten minutes to one, they would blow two short blasts again, and we would start down and at one

o'clock we were all underground. At ten or fifteen minutes after one, we were all in our working places. At about ten or fifteen minutes to five, why, we would go back to the shaft, and at five o'clock start climbing up again,—generally arriving on the surface in about five minutes. A little later on—I think this continued for about five years,—later on they changed it and we worked from seven to three and three to eleven. We would go down at ten minutes to seven, eat lunch on company time, and about ten minutes to three—no, I believe we met our partners right in the place. We met them at three o'clock, so it would probably be ten or fifteen minutes after three when we arrived on the surface.

The next shift, of course, was the same.

Q. What time would you leave the face during this latter period?

A. We would leave the face,—well, our partners would relieve us. They would come down at ten minutes to. They were supposed to relieve us at three o'clock. It might have been a few minutes after three; it might have been five minutes after three that they would relieve us.

Q. At Boeing was it customary for the next shift to move in and take up the work, continue on without any delay?

A. It was.

Q. Who did you work for after 1927?

A. I went to Ely and got a job at the Pioneer Mine as a contract miner, and I have been there ever since, worked steady, with the exception of a few months during 1933 when the mine was closed down.

Q. Who operates that?

A. The Oliver Mining Company.

Q. What kind of a mine is it?

A. An iron ore.

Q. Underground?

A. Underground.

Q. How many changes have there been in your working day at the Pioneer?

A. One.

Q. When was that?

A. I am quite sure it was in '35.

Q. Then there was another May 1st, 1940?

A. Oh, that is right, I forgot that.

Q. So that makes two?

A. That is right.

Q. Well, now, taking them in order, what was the miner's day during that first period? Give the dates.

A. Well, up until 1929, we would work eight hours a day on the day shift, and nine hours on the night shift, and if you worked the five nights, you got a bonus of three hours for Saturday evening, when you wouldn't work at all. It was customary for us to start going down at 7:30 in the morning, and we would get back up on the surface around five minutes after twelve. We would go down again around twenty-five minutes to one and get back on surface again about five minutes after five. I am talking about the first cages. We had three cages, and naturally the others go down later and come up later.

Q. You are talking about your own situation?

A. Yes.

Q. Now, after 1929?

A. Well, after 1929 we—

Q. And up until when?

A. I think it might have been in the early part of 1930 that we started working a five-day week. All Saturday work was eliminated as far as the miners were concerned.

Then, of course, in 1931 they cut it down still more. I think we worked a four-day week, and finally we worked four days for two successive weeks, and then we stayed home for two weeks, and in '32 we worked, I think, three days a month for a while. In '33 the mine closed down entirely for six month—around six months. It was the custom then to go down—as I stated, the first cage went

down around 6:30 in the morning and came up about five minutes after twelve, noon, and went down again about twenty-five to one and came up about five after five.

Q. Was that 6:30 or 7:30?

A. I beg your pardon, 7:30, because we worked from eight to five.

Q. Now, what are the dates of the second period?

A. In 1935, while we were under the Employees' Representation Plan, why, we tried to get our representatives to get an eight hour collar-to-collar workday for us. They reported to us that they had met with the superintendent and that he had refused this request. But he said that we possibly could get some changes made in the time, in our working time, because the night-shift men complained that coming home at six o'clock in the morning—

Mr. Burr:

Of course, I want to interpose an objection to statements made by third parties.

By Mr. Murtha:

Q. Go ahead.

A. I want to explain why we asked for this change. The night-shift men coming home in the morning on a hot summer day, found they weren't able to get enough sleep to feel in a good condition to do a good night's work. We felt that if we worked from seven to three on the day shift and three to eleven on the night shift, why, we would turn out more work in the time that we were underground.

Q. Now, give the miner's day during this period you speak of, which, I believe, you said was 1935 to 1941.

A. Yes.

Q. In May?

A. Yes.

Q. What was the miner's day?

A. We would go down at 6:30 in the first cage and we would come up about 3:35.

Q. You had lunch down—

A. Underground, with a half hour lunch period underground.

Q. During this first and second periods, both, would you engage in any activities prior to going down into the mine?

A. Well, coming to work about—

Q. After you arrived at work?

A. After I arrived at the dry?

Q. Yes, from then on.

A. Arriving at the dry about ten minutes after six, we would change our clothes, pick up our brass checks, pick up our carbide for our lamps—

Q. What is a brass check?

A. We are required to wear a brass check whenever we are underground, giving our check number. We carry that with us at all times.

Q. Do you pick that off a board?

A. Off a board.

Q. And where was that situated?

A. In the dry house.

Q. How far was the dry house from the shaft?

A. I would say about a hundred feet.

Q. Where was the carbide?

A. That was about twenty feet on one side of the dry house.

Q. Anything else?

A. Well, we would pick up our carbide and go down to the shaft collar, and sometimes our foreman had some orders for us, and then we would wait until it was time to step on the cage and go down.

Q. If your working conditions or place were to change from the day before, would you discuss it with your foreman at the shaft collar?

A. If there was something unusual to do, or if you were to work in a different place, why, you would discuss it with your foreman. But if you were to go and work in

the same place, and there was nothing unusual, why, you wouldn't bother to discuss it with him.

Q. Now, this is at the Pioneer Mine?

A. At the Pioneer.

Q. How many cages?

A. Well, I think about three would be the average for the time that I worked there.

Q. That means three cage trips?

A. Yes.

Q. Do you have an idea as to the length of time required for a cage trip?

A. A round trip?

Q. Round trip.

A. Oh, about eight, or probably nine minutes. I think that is about as close as I can get it.

Q. How many men were in each cage?

A. That ruling has been changed a couple of times, but I think about 30 men on each deck and two decks would make about 60 men on a cage.

Q. Would the cage take you down to the working level?

A. It would take you down to the working level.

Q. Was there a place called the station, where you got off the cage?

A. Yes, sir.

Q. What level did you work on?

A. When I first started in 1927, I got off at the 12th level. I worked above the 12th level. For the last five years or more, though, I have been getting off at the 13th level. I have been working above the 13th level.

Q. By the expression working above the 12th level or the 13th level, you mean, don't you, you were between the 11th and 12th, and the 12th and 13th levels?

A. Yes.

Q. How long did it take you to walk from the station to the face?

A. The station to the face, about twelve to fifteen minute. I think fifteen minutes, about.

Q. Of course, that would depend on how far you were away from it?

A. Yes.

Q. The face of the mine is what?

A. Your working place. That is what I understand it to be.

Q. Is that the place where the drilling is done?

A. That is your face.

Q. The blasting?

A. Yes.

Q. Where the ore is taken from?

A. Yes.

Q. What does the miner do at the face? Describe his activities.

A. Well, it depends upon—

Q. What did you do as a miner on the face?

A. It depends upon the condition I find the place in. Of course, safety is first, to examine your place and see if it is safe. You sprinkle your place and trim down any loose ore that might be in the face or on the sides. If there is dirt, a pile of dirt there, why, you put that in the chute, and put up a set of timber, drill and blast, depending on how you find the place.

Q. Do you blast at any particular time during the day?

A. Up where we are working, we do. We are in a hard ore body. It requires more than eight hours to drill a full cut and we have good ventilation up there. I mean, the smoke is carried away quite fast, so we blast whenever we are ready.

Q. Then you go right back in and work?

A. Well, right back, I would not say right back, it depends upon the place you are working in. You might be able to go back after fifteen or twenty minutes, depending on when the smoke is gone.

Q. Well, at present you are working in hard ore?

A. Yes.

Q. Has that been true all during your experience?

A. No, the pillar in has been getting harder as we go down.

Q. And with soft ore, can you blast whenever you please?

A. Why, I understand they do blast whenever they please.

Mr. Burr:

Of course, we want to object to the statement that he understands how they blast in the soft ore.

By Mr. Murtha:

Q. When you were working in the soft ore, did you blast whenever you wished?

A. Yes, when we were working in the soft ore, we blasted whenever we were ready to blast.

Q. Now, in the mines you have worked in, what is the ordinary practice in the average run of ore, as to the number of times a day that blasting is done?

A. Well, in a soft ore place you generally blast once a shift. In a hard ore place, the hardness of the ore varies so much, that it is hard to give any definite answer there. It may require eight hours to drill your breast. It may require as much as sixteen.

Q. In the soft ore, do you ordinarily blast about once a day?

A. Ordinarily about once a day.

Q. Do you recall occasions when you blasted more than once a day?

A. Oh, yes, there have been times.

Q. And did you go back to work immediately afterwards?

A. As soon as the smoke was cleared out, yes.

Q. How many minutes?

A. Well, it varied from five to twenty, depending on the ventilation.

Q. Has this been true during the entire period?

A. Yes.

Q. Ordinarily, do you attempt to blast at the end of the day—that is, in the soft ore?

A. Yes, if it is convenient, or you could blast it possibly ten or fifteen minutes before quitting time. But you wouldn't do that; you would let it go and blast at quitting time, because the miners in the vicinity would be able to work until quitting time. You might stop three or four gangs from working by blasting. The foreman would generally allow you to use your own judgment in regard to that.

Q. I think you have testified that during a part of your experience shifts have come in immediately after another shift has completed their day?

A. Yes.

Q. And at the present time, in the hard ore, you occasionally blast at the end of the day?

A. Just occasionally.

Q. And when you do, does the next shift come on immediately?

A. No, there was an hour between shifts before May 1st.

Q. Yes.

A. And now there is more than an hour between shifts —I mean, the actual time.

Q. All right. Let's take your new period. That is the third different set of circumstances. What is your—

Mr. Burr:

Just a minute; we wish to interpose an objection to any question relating to conditions since May 1, 1941, on the same grounds as objected to before.

By Mr. Murtha:

Q. What is the miner's day since May 1, 1941?

A. They don't load the cage until after the seven o'clock whistle blows. Brass checks are hung up at the shaft and your lamp is hung on the locker. So nobody goes underground before seven o'clock in the morning, outside of—I think there is an electrician and a helper, who will go down at six, and turn on the fans, but I am talking of the regular crew.

Q. Are you on the first cage now?

A. Yes.

Q. When does the second cage go down?

A. I think it is about from eight to ten minutes after seven.

Q. And then the next one?

A. (Continuing)—Would be about eighteen to twenty minutes after, I think. The third cage would go down eighteen to twenty minutes after.

Q. Let's try it again. The first one at seven?

A. Yes.

Q. The next about what time?

A. Well, I will say nine minutes.

Q. Make it 7:09, you mean?

A. Yes.

Q. And the next one?

A. About eighteen.

Q. 7:18?

A. Yes.

Q. Do you come up for lunch now?

A. No.

Q. You haven't for the last several years?

A. We haven't since we changed shifts.

Q. You stop working at lunch time?

A. Yes.

Q. How many minutes?

A. What is that?

Q. Do you eat at the face?

A. We generally do.

Q. What time do you have lunch?

A. Well, I ought to explain that starting a short while ago in our ore body we started working three shifts. On a day shift we have our lunch period from 11:00 to 11:30.

Q. Yes.

A. And the afternoon shift, I think it is 7:30 to 8:00, and on the 11:00 to 7:00 shift, why, from 3:00 to 3:30.

Q. When is the end of the day now?

A. When we arrive on the surface.

Q. When is the end of your working day that you are paid for?

A. When we arrive at the collar of the shaft on surface.

Q. What time is that?

A. Oh, it is generally about—the day shift is about 3:29 or 3:30.

Q. What time do you leave the face of the mine now?

A. Now?

Q. Yes.

A. Well, around shortly after 3:10—between 3:10 and 3:15 on the day shift.

Q. So I won't forget, you are here under subpoena, are you not?

A. Yes.

Q. When does the next shift after yours come on? You get up to the surface at 3:30? When does the next shift go down?

A. They go down at 3:00 o'clock.

Q. And you pass them?

A. Yes, we pass them on their way in; we meet them on our way out.

Q. I wish you would clear up your statement of a few moments ago, that there was about an hour between shifts.

A. Well, the big majority of the men down there work two shifts, a day shift and the afternoon shift—or rather, the day shift and the night shift. A small group working up in the hard ore body works three shifts. We work—the day shift works from 7:00 to 3:30 and the next shift from 3:00 to 11:30. I mean, the afternoon shift works from 3:00

to 11:30, and the night shift from 11:00 to 7:30 in the morning.

Q. Now, it is possible where you are working now that one shift follows the other immediately?

A. Yes.

Q. As a matter of fact, they come to the face as you leave the face?

A. Yes, they come to the face a few minutes after we leave the face and formerly they came to the face just as we were leaving.

Q. Now, occasionally, do you blast just as you are leaving?

A. Yes.

Q. Do you work on the second shift?

A. Yes.

Q. You mean, you follow another shift?

A. Yes.

Q Has it prevented you from going to the face and working?

A. Well, up in our end it hasn't, because of the fact that we don't blast very often at the end of the shift, and because we have good ventilation up there so the smoke clears our fast.

Q. Now where there are two shifts only, how much time elapses between the shifts?

A. It was about an hour before May 1st, but since May 1st, I think about an hour and a half is a good guess.

Q. Several years ago, before 1935, the night shift used to go on at 7:00 or 7:30 following the day shift which ended at 5:00 o'clock?

A. Yes.

Q. Did you say there was some dissatisfaction about that when they narrowed that time down? Is that correct?

A. You mean, the time spent?

Q. The time between shifts, where there were two shifts?

A. Yes.

Q. Now, what other changes are there since May 1, 1941, relative to the powder, for example? Where do you get your powder now?

A. The powder we get at the same place.

Q. Where is that?

A. Underground—each foreman has a place where he keeps his powder. We call it the powder house.

Q. Near the station on the level?

A. No, it is generally up in his ore bodies, wherever his crew works.

Q. Do you have to go there each day to get the powder?

A. You get the powder every time you are ready to blast.

Q. Sometimes that would occur the first thing in the morning?

A. Yes.

Q. And other times it would be later on in the day?

A. Yes.

Q. Has that always been true?

A. As far back as I can remember, yes.

Q. How about tools? Where are they kept?

A. The tools are—

Q. Let's take the full period that you have been working.

A. Starting from the beginning?

Q. Yes.

A. Well, years ago it was the custom to carry your own tools in from the station underground, and it was also the custom to carry certain tools, nails and different supplies that you might need from the warehouse over to the shaft collar, and after they were taken down on the cage, why, you would carry them in from the station.

Q. At the Boeing mine how far was the tool house from the shaft collar?

A. Well, only about 25 feet.

Q. And how far at the Pioneer?

A. At the Pioneer, it is about a quarter of a mile to the warehouse and tool shop.

Q. Now, how long did that practice continue, that the miners would go to the warehouse and get what tools they needed?

A. I can't remember exactly, but it might have been around 1931 or '2 that some changes were made. Other changes have been made since, generally after the Grievance Committee had had a meeting with the management, and protested against some of these customs.

Q. And what did they do after that, the company, in respect to the tools?

A. They made it easier for us in that respect that we don't need to go to the warehouse for anything any more. Our foreman orders whatever we need and it is brought to the shaft and sent down and brought in by the timber trucks, practically to our working face. We may have to carry or hoist it up a short distance ourselves.

Q. And that has been since when?

A. That has come by stages. I think that it is pretty hard to state definitely just what year a certain thing was granted—a certain request was granted. I would say it was over a period of five years from 1931 to 1936. That is my best recollection.

Q. Now, in walking from the station to the face of the mine, do you walk along a perfectly level corridor, or—

A. Well, you walk along the tracks where the iron ore motor cars haul out the iron ore.

Q. You walk all the way along that until you get to the face?

A. Well, you walk in as far as you can, and then you climb up. We climb up to our working face.

Q. Now, how far up do you climb?

A. Oh, right now we are climbing up 50 feet.

Q. Occasionally carry tools with you when you do that?

A. Well, we are not allowed to do that any more. That is a safety measure that was adopted some years ago. We are not allowed to carry any tools up.

Q. When did they start that?

A. Well, that was during this period that I spoke of. I think it was between '31 and '36—around in there. We hoist them up now.

Q. After '36 then, you climb up? Is that a raise?

A. We call them ladders—a ladder road.

Q. Would you climb up onto the top of a ladder?

A. Yes.

Q. And then life up the tools?

A. Well, alongside these ladder roads you climb up, there is generally an open raise for hoisting timber and tools and other things which you require.

Q. Before May 1, 1941, would you lift the tools up before your time had started for the day?

A. Well, perhaps I ought to say occasionally—not always.

Q. Now, you were on the Grievance Committee?

A. I am on the Grievance Committee at the present time.

Q. Of what?.

A. Of the steel workers' organizing committee, Ely Local Union No. 1664.

Q. How long have you been on that committee?

A. About a year now.

Q. What is the purpose of the committee?

A. The purpose of our union—

Mr. Burr:

Note an objection to this line of questioning, also. I don't see the relevancy of this testimony.

By Mr. Murtha:

Q. Go ahead.

A. When the members of your union feel that they have a grievance, why they present it at the union meeting where it is discussed or else they bring it up to the Grievance Committee and we bring it up to the management when we meet with them.

Q. Now, what are some of the grievances which you have discussed with the management?

A. Well, they are very numerous, but if you want to go back to the Employees' Representation Plan, or just while the union has been organized, or during the time that I have been on the Grievance Committee—

Q. Just during the time you have been on the Grievance Committee.

A. Well, some employees felt that they were being discriminated against in that certain men had been promoted who had less continuous service for the company than they had, and another grievance was where the surface foreman had tried to intimidate an officer of the union from belonging to the union. And there have been various small things like—one was not enough hot water in the dry house and change house at all times.

Q. Would the members come to you with their complaints?

A. They would generally go to the Chairman, or the President of the Local. That was the general procedure, or else they would bring them up at the local union meeting.

Q. And among these complaints, was there any complaint relative to the payment for all hours worked?

A. There has been several of them in the past, but not since I was on the Grievance Committee.

Mr. Burr:

Of course, we want to move to exclude his answer, as not responsive to the question, because it would appear from his answer he is talking about something that he has heard, and has no knowledge of.

A. I have the knowledge that these claims have been presented to the management.

By Mr. Murtha:

Q. Now, during the period that you have been mining since 1920, have you ever heard the problem discussed as to what hours should be paid for?

Mr. Burr:

We want to object to that question as incompetent, immaterial and irrelevant, and not within the issues of this case.

A. Well, back on the Mesabi Range I know I have often heard the old-timers there discuss the different things that had happened in the past and one of them was that during the labor disturbances they had during the first world war days, when the IWW'S were organizing, one of the demands was an eight-hour collar-to-collar day. And at the Pioneer, since I have worked there, I have always heard and the underground men felt—

Mr. Burr:

We want to object, in addition to the other objections, to testimony as to how the underground men felt.

A. Well, supposing I say that the underground men put in a longer day than the men who worked on surface the same number of hours. I think about 1934 the Oliver adopted an eight-hour day for its surface and stock employees. Before that they worked ten hours. Well, a surface man would appear on the job at five minutes to eight, and at five o'clock he was through, with a full hour lunch period. We would have to appear on the job, or be ready at the change house, at about 7:15. Our lunch period on surface wouldn't be much over a half hour and we wouldn't leave the change house until fifteen or twenty minutes past five.

That was the reason we felt we were putting in a much longer day than the surface men, and we were both getting paid for an eight-hour day. In 1936 when this change of shifts was brought up to the employees' representatives, our representative was requested to ask the management for an eight-hour collar-to-collar day. He reported back to us that he had asked for it, and that this request had been refused, but some changes would be made in the working time. They were made in the working time, but we were still required to put in more than eight hours from collar-to-collar.

Q. When was the collar-to-collar question presented to the company?

A. Well, at this time I spoke of, under the Employees' Representation Plan; it was presented to the management again in 1937, after we organized our local union, and decided to ask for a contract covering our members. One of the demands there was an eight-hour collar-to-collar day.

Q. What does that mean to you, that expression "collar-to-collar"?

A. I have always through a collar-to-collar day meant from the time you stepped onto the cage in the morning until you got off the cage on surface at the end of the working day.

Q. And did you believe that you should be paid for those hours?

A. We felt—

Mr. Burr:

Just a minute. That is so patently inadmissible that I shouldn't have to make an objection, but I want to note my objection.

A. Well, we certainly felt that we were entitled to compensation.

By Mr. Murtha:

Q Did you yourself feel—

Mr. Burr:
The same objection.

By Mr. Murtha:
Q. Were you active at meetings?

Mr. Burr:
The same objection; note an objection to that.

By Mr. Murtha:
Q. Were you active at group meetings, or did you yourself discuss that question?

Mr. Burr:
Same objection to that question.

A. I have discussed that question many times with my fellow workers both at union meetings and probably during the lunch period.

By Mr. Murtha:
Q. Over how long a period?

Mr. Burr:
Objected noted.

A. Oh, ten years.

By Mr. Murtha:
Q. Have you heard it discussed by other miners?
A. Yes.

Mr. Burr:
Objection to that, please.

By Mr. Murtha:
Q. Now, when you say you heard it discussed, what do you mean?

A. Well, if you were in the dry at 8:10 or five minutes before the time you were required to go down, why, in the winter time, especially, you would sit around and discuss different things, and it was at various times when we were discussing things that this question came up.

Q. After the Grievance Committee had presented their requests to be paid for all hours from collar-to-collar about 1935, or '36—

A. The employees' representatives.

Q. Yes. After the company refused to grant that request, was there any dissatisfaction among the miners?

Mr. Burr:

Note an objection.

A. Well, there was a certain amount of dissatisfaction, but we felt that there was nothing we could do about it at that time. Our Employees' Representation Plan wasn't very satisfactory. We hadn't gotten very much results from it, and we were rather dissatisfied with the whole plan.

By Mr. Murtha:

Q. So what did you do?

A. In 1937 we organized our—

Mr. Burr:

Note an objection to that, also.

A. We organized our local union and affiliated with the Steel Workers' Organizing Committee.

By Mr. Murtha:

Q. And was this demand to be paid collar-to-collar included in your union program?

A. Yes, it was discussed at several union meetings. It was included in the program and has been discussed many times since.

Mr. Murtha:

I would like to have this book marked as an exhibit, and then mark each of the separate minutes.

(The book referred to was marked Defendants-Intervener's Exhibit No. 1, and sub-lettered A to Z-31, inclusive.)

By Mr. Murtha:

Q. Mr. Swanson, since May 1, 1941, is the check rack in a different place than it was formerly?

A. Yes, it was formerly in the dry house, but now they hand it up by the shaft collar.

Q. How far is the shaft collar from the dry house?

A. About a hundred feet.

Q. Is there a change in what you do with your carbide lamp at present?

A. Well, a few months ago, they introduced an electric light; and we have been using that. Prior to May 1st; we would step up to the rack in the dry house and get our lamp and battery, but now, since May 1st, we find our lamps and batteries hanging on our locker doors and we don't pick them up.

Q. If you need a new battery, what do you do? Or is that all taken care of for you?

A. The battery is the same one. It is recharged after each shift.

Q. Oh, you are required to do nothing at all about it, except hang it up?

A. No, take it off and put it on; that's all.

Q. Before May 1st, 1941, what did you have to do?

A. Well, we generally picked up our lamps as we stepped into the dry, because it was in on our way to our lockers—pick it up and take it over to your locker, and put it on while you were dressing, or changing your clothes; generally pick it up about a quarter after six.

Q. You say now the tools are brought almost to the face?

A. Yes.

Q. Now, since May 1, 1941, have there been any changes in the amount of ore that you have been able to produce?

Mr. Burr:

Note an objection to that, in addition to the other objections that I have.

A. Well, not that I can notice in our particular territory. I discussed it with the foreman, and he said that—

Mr. Burr:

Note an objection to any discussion with any third parties.

A. He hadn't noticed any decided change.

By Mr. Murtha:

Q. How about your own personal production experience since May 1, 1941, as compared to before?

Mr. Burr:

Note an objection to that also.

A. Well, it appears to be about the same. It is pretty hard to tell whether you would have produced more, if you had worked an additional fifteen or twenty minutes. You see, I have been mining for twenty years and I generally map out a day's work. If you have got a stiff day's work ahead of you, you dig in right from the start and keep going. Some days, why you haven't got as heavy a day's work ahead of you. Maybe the fellows are working just a little faster or harder now. After working that many years in a place, you get accustomed to producing a cer-

tain amount of work, and you feel tired after you have produced that much work, and that is just about the way it goes.

By Mr. Murtha:

Q. Now, you have attended union meetings quite often?

A. As far as I know, I have only missed one in four years.

Q. Have you ever had occasion to act as secretary?

A. Yes, on at least two occasions I have acted as recording secretary.

Q. I hand you Defendants-Intervener's Exhibit S and ask you what it is?

Mr. Burr:

We wish to note an objection to that question. We object to this question and any other questions relating to the exhibit that has been presented to the witness, on the ground that it is immaterial, irrelevant and not within the issues in this case. It is not binding in any way upon the plaintiffs.

By Mr. Murtha:

Q. What is it?

A. It is a copy—

Mr. Burr:

Wait a minute. So you won't misunderstand me, it doesn't appear that it constitutes all of the minutes. It doesn't appear that the witness who is testifying has knowledge of all the minutes he is testifying about.

A. This is a copy of the minutes of a union meeting held on Friday, August 26, 1938 (indicating).

Mr. Burr:

Let me see that, please, sir. I want to certainly object to the witness testifying as to any exhibit until I have had the opportunity of seeing what it is.

By Mr. Murtha:

Q. I asked you what it was.

A. It is a—

Mr. Burr:

Wait just a minute. Do I understand you to decline to let me examine it?

Mr. Murtha:

No.

Mr. Burr:

I am going to ask for that privilege. That is all I am asking for.

(Exhibit handed to Mr. Burr.)

Mr. Burr:

I should think you would make this appear as Intervener alone, as other defendants are not here.

Mr. Murtha:

Well, I am appearing for the defendants and the intervener.

Mr. Burr:

You are appearing for all the defendants?

Mr. Murtha:

Yes.

Mr. Burr:

By what authority, please, sir? Are you appearing for the other defendants, or just for the Administrator?

Mr. Murtha:

I am appearing for Philip B. Fleming, Administrator.

(Discussion outside the record.)

By Mr. Murtha:

Q. Now, the question is, what is Defendants-Intervener's Exhibit S?

Mr. Burr:

Now, of course, it is understood I have an objection to all of these questions.

Mr. Murtha:

On the grounds of immateriality—

Mr. Burr:

On the grounds I mentioned.

Mr. Murtha:

You don't object at this time at least to the competency? Your objection goes to immateriality?

Mr. Burr:

My objections are as I stated above: I want them understood as being put into the record as to each question that is asked him about these books. I will state them again, if you wish me to.

Mr. Murtha:

Yes, do that.

Mr. Burr:

I object to that as incompetent, immaterial, illegal and irrelevant testimony. It is in reference to matters that are not involved within the issues of this case, and not binding on the plaintiffs in this case, and not shown sufficiently to be the minutes of the organization that is referred to, and not sufficiently proven as the minutes, and not clear as being all the minutes of the organization over the period of time that is involved.

Mr. Murtha:

Well, now, if you wish to make your objection as you made it before, and confine it to generally your position—

Mr. Burr:

Of course we want to get back to a good climate as soon as we can, but if I have to make the same objection each time—

Mr. Murtha:

I won't agree that you can have the same objection as to the lack of foundation, and so forth on each question.

Mr. Burr:

Then I would have to make it. Now, Mr. Swanson, just understand that every time he asks you a question, give me time to get my objections in.

By Mr. Murtha:

Q. What is Exhibit S?

A. A copy of the—

Mr. Burr:

Just wait a minute. We object to that question on the ground that it calls for incompetent, irrelevant and immaterial and illegal testimony, and matters not within the issues of this case and not binding upon the plaintiffs in this case. The genuiness of the paper presented is not sufficiently proven. It doesn't appear that it is the minutes and it doesn't appear that it constitutes all of the minutes, and it is not shown to be in the handwriting of the witness or made by the witness.

A. Shall I answer it?

By Mr. Murtha:

Q. Yes.

A. This is a copy of the minutes of the union meeting which was held on Friday, August 26, 1938. Our recording secretary asked me to record the minutes of the meeting because he was not able to be there. These are the minutes as I recorded them on a sheet of paper. They are very brief, but I thought he would probably fix them up, but he recorded them exactly as I had written them and he signed my name as acting secretary.

Mr. Burr:

We renew the objection and move to exclude the answer.

By Mr. Murtha:

Q. Have you examined Exhibit S, which consists of a sheet of paper as being part of a bound book?

A. Yes, I have.

Q. Do you know what book this is that is marked Exhibit 1?

A. It is our recording secretary's minute book for the Ely Local Union.

Q. You have seen it before?

A. I have seen it many times.

Q. Now, will you examine Exhibit S and see if it is correctly recorded the way that the minutes were taken, and tell whether or not it constitutes a true and correct record of what occurred at the meeting of Local Union No. 1664 on August 26, 1938?

Mr. Burr:

We object to that, on the same grounds as we objected to the last question, and on the additional ground that it now affirmatively appears from the testimony of the witness it is not the original minutes.

A. This is the minutes as I recorded them.

By Mr. Murtha:

Q. That is a true and correct copy?

A. Yes.

Q. Did you record the minutes yourself?

A. I recorded them.

Q. At the meeting?

A. At the meeting I recorded the minutes myself.

Q. And did you make notations on a piece of paper?

A. On a black piece of paper, and I handed that over to our recording secretary. He copied these meeting minutes I had put down in here.

Q. You have examined them and they are the same minutes that you prepared at that meeing at that time?

A. Yes.

Mr. Burr:

The same objection.

By Mr. Murtha:

Q. Now, I hand you Defendants-Intervener's Exhibit Z-15, consisting of a page in a bound book marked "Defendants-Intervener's Exhibit 1" and ask you what that is?

Mr. Burr:

The same objection to that question.

A. It is a copy of the minutes of the regular monthly meeting of the Steel Workers' Organizing Committee, Local No. 1664, held in Ely on April 13 or 1940. The minutes were recorded by me at the meeting. That is my handwriting.

Q. And your signature?

A. My signature.

Q. And you were appointed as acting secretary for the purpose of taking those minutes?

A. Minutes, yes.

Q. And is that also true of Exhibit S?
A. Yes.

Mr. Burr:
The same objection to that as I had to the other question.

By Mr. Murtha:
Q. And Exhibit Z-15?
A. Yes,—

Mr. Burr:
The same objection.

By Mr. Murtha:
Q. (Continuing) Is a true and correct copy of the minutes on the date indicated?
A. Yes.
Q. Now, Mr. Swanson, are you willing to waive your right to examine the transcript of the deposition?
A. I will.
Q. Or examine the deposition after it is transcribed, and also waive the reading of it or having it read to you?
A. Yes.

Mr. Murtha:
You may cross examine.

Cross Examination.

By Mr. Burr:
Q. Now, as I understand you, your mining experience has been in connection with two operations, is that correct?
A. You mean hard and soft coal, or two different ranges?

Q. Two different companies that you have worked for.

A. Two different compa- es.

Q. The first one was—

A. The Cleveland Cliffs Iron Works.

Q. And they are the mines that you referred to there, is that right?

A. The Boeing.

Q. The Boeing Mine, and in 1927 you left there and came over to the Ely mine of the Oliver Company?

A. Yes, the Oliver Mining Company.

Q. And you have been working there ever since?

A. Yes, with the exception of a few months in '33 when the mine was closed down.

Q. I understand that. That was during the depression?

A. Yes.

Q. For a while you said the mines worked limited days and kind of staggered the shifts. You used all kinds of devices to get by during the time of the depression?

A. Right.

Q. But so far as your actual working knowledge is concerned, it is confined to those two mines?

A. I have acquaintances and relatives who work in many different mines.

Q. I know, but I am talking about your own personal knowledge.

A. I have watched them working and I know what time they go to work and what time they come home.

Q. But these are the only two mines you have ever worked in?

A. These are the only two.

Q. You have never worked down in Alabama, I am sure?

A. No, I prefer this climate.

Q. Well, if you had been down there with me and seen me how I feel now, you wouldn't.

And none of your relatives or acquaintances, so far as you know, have worked for the mines in Alabama?

A. I am not acquainted with any.

Q. You haven't any knowledge at all about the conditions or the departments or character of the equipment or anything else with reference to Alabama mines?

A. Only what I have read.

Q. Only what you have read. Well, of course, that we are not particularly interested in. So your mines here, as I understand it from your testimony, are underground mines, and you enter them in what you call a cage?

A. Yes.

Q. It is a vertical shaft, is it not?

A. Yes.

Q. Is that true of both of the mines you have worked in?

A. Yes.

Q And that vertical shaft goes down by levels, as I understand it?

A. Yes.

Q. And the first level, of course, is nearest to the top?

A. Yes, sir.

Q. And about how far in this Ely Mine is the first level from what you call the collar of the mine?

A. The first working level?

Q. Yes, the first working level.

A. The first working level is called the 13th level, and I understand--I have heard the engineers say it is approximately 1,200 feet now.

Q. And that is the first working level?

A. Yes.

Q. Well, how far below that is the next working level?

A. The 14th level is approximately 100 feet below the 13th level.

Q. Then how many more levels are there below that?

A. There is a 15th level, and a 16th, but the 16th is just in its preliminary stages, just opening up. There are no mining operations on either the 15th or the 16th.

Q. How many levels have you had working there, prior to May 1, 1941?

A. Two, the 13th and the 14th?

Q. Now, the questions that I am going to ask you will all relate to prior to May 1, 1941.

A. All right.

Q. Will you remember that, please?

A. I will remember that.

Q. About how many miners, prior to May 1, 1941, did you have at this Ely mine?

A. I understand there is about 160 on the day shift and about 140 on the night shift.

Q. I see.

A. And then there are a few—around 25, who work on the third shift. What I mean is, that they are included in the day shift, the 160 on the day shift, but they are not included in the 140 on the night shift because they go to work at 3:00, whereas the regular night shift goes to work at 4:30.

Q. I don't know whether I understand you or not. What I was trying to get is, what is the overall number of underground workers on the payroll?

A. Oh, I would guess around 350. I have never asked the timekeeper and I couldn't give you the exact number.

Q. That is your best judgment?

A. That is my best judgment.

Q. That includes material crews?

A. That includes everybody working underground.

Q. Everybody working underground?

A. Everybody working underground.

Q. Do you happen to know, or do you have any judgment as to what proportion of that are service men or material men?

A. Oh, I haven't included any surface men.

Q. I don't mean surface; I mean service.

A. Maintenance men?

Q. Yes, maintenance men.

A. Well, I will tell you, I haven't discussed that with anybody, so any answer I give to that will be just a guess.

Q. Well, I wouldn't want you to make a guess at it. Well, now, to get back, I want to ask you a very few questions about that first mine you worked in. Could you give me some idea of the number of employees who worked there, the one prior to 1927?

A. In the underground section?

Q. I mean underground employees.

A. Yes, that was a combination underground and open pit mine. On the underground it varied, of course, during the seven years. In 1921 I was actually laid off for a few months. All the single men were laid off, and I don't think I went to work again until October or November of the same year.

Q. Can you give us just about an estimate of the number of men?

A. Well, over a period of seven years, I would say not over a hundred men on each shift, and it might have been sixty or seventy at times.

Q. Have you any knowledge, Mr. Swanson, of the—take 1940, for instance—of the proportion of iron ore that is produced up there in underground operations, as contrasted with open pit operations?

A. I know that the open pit operations are producing a lot more than the underground.

Q. Several times as much?

A. Several times as much, yes.

Q. As a matter of fact, the percentage of underground out of the total is about 16 or 17 percent, isn't it?

A. I can believe that.

Q. That is about right?

A. Yes.

Q. Now, of course, this question that you are talking about of collar-to-collar, as you describe it—

A. Yes.

Q. (Continuing)—that doesn't apply to open pit operations at all, does it?

A. I couldn't answer that question. I am not acquainted as to how the open pit workers feel about that. They walk down into the open pits.

Q. I see. But do you know enough about the actual conditions to be able to give your own judgment of it? You wouldn't insist that they were entitled to be paid on a collar-to-collar basis, would you?

A. If they are working two shifts, and they are required to walk a long distance to work, I would feel that—I know if I was an open pit worker, I would feel that I ought to be compensated for that time consumed in walking to work.

Q. In other words, your idea is that you should be paid for the time that it takes you to get to the working place, after you get onto the company's property?

A. On the company's property.

Q. That is your idea of it?

A. Well, as an underground miner, we have taken the view that we should receive compensation from the time we stepped on the cage until we stepped off.

Q. An open pit miner doesn't step on any cage, does he?

Mr. Murtha:

I object to that—

A. I wouldn't be able to give an opinion on that.

Mr. Burr:

Are you through with your objection?

Mr. Murtha:

I object to your line of examination as improper cross examination. It goes beyond the scope of the direct ex-

amination, and this witness doesn't seem particularly qualified.

(Discussion outside the record.)

By Mr. Burr:

Q. I understood you to say, Mr. Swanson, that there is no cage for the open pit miner to get on?

A. No.

Mr. Murtha:

I object to any questions—

Mr. Burr:

Now, to save time, I am perfectly willing to have it understood that on every question I ask him, that you can note an objection on any ground that you care to make hereafter, or at the time the evidence is offered, if that is satisfactory.

Mr. Murtha:

I would like a continuing objection, on any questions involving operations and mining activities, other than the witness has testified to, and I add the further objection regarding open pit mining, as he stated that he is not an open pit miner, and he is not entirely familiar with open pit mining. Consequently, my objection would be based upon the lack of foundation and qualification of the witness.

Mr. Burr:

All right, sir; now, I understand you have the same objection to any question I ask him about the matter, so we can go ahead.

By Mr. Burr:

Q. Now, Mr. Swanson, as I understood you, just trying to get your reasons for your position here, you say your

position is that on these underground mines in Minnesota, you should be paid from the time you step on the cage going to your work until you step off the cage coming away from your work?

A. Yes, sir.

Q. Now, then, I believe you said that so far as the open pit operations are concerned, that there is no cage, of course, to go down or come up on. That is matter where they are transported or walk in, in other ways?

A. They have no cages on open pit workings.

Q. Now, these cages that go down into these mines, the underground mines, are they really elevators?

A. They are. We call them cages, but they are really elevators.

Q. And they go, as you said—I believe you said they make this round trip at the Ely mine in about eight or nine minutes?

A. Yes, I judge that a round trip is about eight or nine minutes.

Q. You have never had to go down one of these sloped operations, like we have in Alabama?

A. We have two shafts at the Pioneer Mine. The shaft on which we hoist the dirt is an inclined shaft, called the "B" shaft. The vertical shaft is known as the "A" shaft and is used for lowering and hoisting men, supplies and timber.

Q. That is the shaft that you go down on into the mine?

A. And come out of the mine in. For a while, during 1937, while they were repairing the "A" shaft, we descended in the "B" shaft, which is the inclined shaft. That was just for a few months, and it was temporary.

Q. Do you remember what grade that shaft was?

A. I couldn't tell you. It is quite steep, though; it isn't very much of an incline.

Q. Was the speed of going down it slower or faster than going down in your cage on your vertical shaft?

A. Well, I think that they are approximately the same. I wouldn't be able to judge very closely.

Q. Did they hit your level, the same way that the vertical shaft hits it?

A. Yes, they stopped at every level.

Q. Did you use cages on that?

A. Yes.

Q. The same kind of cages?

A. There was just a little different type of cage, but it was a cage.

Q. Now, when you were over at Boeing Mine in 1927, you say at that particular mine, when you started to work there it was a shallow mine?

A. Yes.

Q. And for a while you had no transportation at all. You climbed down and climbed back?

A. We climbed down and climbed up the entire time I worked at the Boeing.

Q. You did?

A. Yes.

Q. All right. Now, during that entire time, how was your pay computed and paid for? Did you get paid for the climbing back, or were you paid on a face-to-face basis?

A. We were paid for eight hours.

Q. At the face?

A. Eight hours of work while we worked from eight to five, and an hour for noon, and we were also paid eight hours pay when we worked from 7:00 to 3:00.

Q. What I was trying to find out, Mr. Swanson, was whether over there you were paid for the time you spent in going to and from the working face, or did your eight hours include only the time you were at your working face?

A As I stated, we were underground at eight o'clock, but we were not in our working place. Going out, we were back at the shaft, or back at the station, at five o'clock, and at twelve o'clock noon were ready to climb up, so we were

paid for the time that we spent underground in Boeing. That is the way I would explain it.

Q. You were then paid all the time you were underground at that particular mine?

A. Yes.

Q. Without reference to whether you had reached your working place or not?

A. Yes.

Q. You had no complaints there to make about not being paid on a collar-to-collar basis?

A. Like I say, we went down at ten minutes to eight. I explained that.

Q. That is ten minutes you were not paid for?

A. Yes, that was ten minutes, and we also started climbing up.

Q. Now, wait a minute. You went to work at eight, and that is when your pay started?

A. Our pay started at eight.

Q. All right. Now, when did you quit working?

A. Well, in time to get back to the shaft at twelve or five. That would depend on the distance you worked from the shaft. You might quit five minutes from the hour, or ten or fifteen, depending on how far you were away from the station.

Q. Then it would be the ten minutes you were there ahead of time in the morning, plus whatever the time was that you—

A. Climbed up.

Q. (Continuing)—over the eight hours climbing out, you didn't get paid for that?

A. No, we didn't get paid for that.

Q. Now, when you got over here at the Pioneer Mine, prior to May 1, 1941, let's go back to the time when you first started working there. That was in 19—

A. '27.

Q. 1927. When you first started working there, were you then working all day an eight-hour day or a ten-hour day?

A. We were working on an eight-hour day shift and nine-hour night shift.

Q. I see.

A. And by putting in your night shifts you were given a three-hour bonus on a Saturday night.

Q. Let's take the eight-hour shift.

A. All right, the day shift.

Q. You got on the cage at what time? Say you went down on the first cage.

A. We went down on the first cage at 7:30.

Q. 7:30?

A. Yes.

Q. Now, then, then you went to your working place, and commenced working at eight, is that right?

A. Well, it was generally—I think those that had the farthest to walk took the first cage. They were at the working face at approximately eight o'clock. It might have been a few minutes either way; I can't tell exactly.

Q. All right. Then they stayed at the face working until when?

A. I believe we had a half hour lunch period and ate under ground during the time we were lowered at the "B" shaft, and I believe that we were supposed to work until 4:30 in the afternoon, instead of 5:00, and around 4:35, or so, they would start hoisting the first cage load. So you would be required to leave your face probably ten minutes, or maybe fifteen minutes before 4:30—probably left the face at 4:15 or 4:20.

Q. You would go down to the main loading station?

A. Yes, we worked down there.

Q. Well, now, the time that a man spends walking to his working place—

A. Underground.

Q. (Continuing)—depends altogether on the individual?

A. Some individuals—some on the individual, and also the distance from your working face to the shaft.

Q. Yes, that is right.

A. Yes.

Q. And, of course, that distance increases all the time?

A. Yes.

Q. When you first turn off your drift—I believe that is what you call it?

A. Yes.

Q. (Continuing)—the working face is comparatively near?

A. Yes.

Q. And then as you extend the drift—

A. It becomes greater.

Q. It becomes greater, and as I understand your method of mining, it is entirely different from ours. You go up from the drift, up these ladders, and your working face is up above the drift?

A. In our particular ore body, it has been, because we are higher—we are behind the rest of the mine. We are located in an ore body, which is known as the high country, because we are higher than the rest of the mine. That is the reason, as I understand it, that we were put on a three-shift basis to bring it down so as to be at a more equal level with the rest of the operations.

Well, the miners who work between the 13th and the 14th levels, they get off at the 13th level and walk in and climb down.

Q. Then they climb up coming out?

A. No, they climb down to the 14th and load up on 14.

Q. And you climbed up the other way?

A. We have to climb up to go to work, and then climb down to come out.

Q. Your vertical shaft is like this (indicating)?

A. Yes.

Q. And then you come down to what you call the 13th level. That would be out this way, wouldn't it (indicating)?

A. Yes.

Q. At right angles with the shaft?

A. Yes.

Q. Now, the way you mine that, as I understand it, is that they work what they call the drift first?

A. The main drifts are put in.

Q. The main drifts are put in. Now, those main drifts are so put in, are they not, so that the ore lies above them?

A. Yes.

Q. And has to be loaded down to them?

A. Yes.

Q. And your working face is above the main level?

A. The main level, yes. We call it the sub-level.

Q. And that is true all the way down as far as you go?

A. Yes.

Q. Well, now, for instance, in this mine you have gotten down to—I believe you said the 16th level. The 16th is not working now?

A. No, it is the 13th and 14th.

Q. Well, now, back in years gone by, levels 1, 2, 3, 4, 5, and 6 had all been worked out? That is the reason they are not worked now?

A. I suppose. I have heard talk of a sixth level, but I can't remembr any talk of any smaller number than 6. I have heard of the 6th, 7th, 8th, 9th, 10th, 11th, and 12th.

Q. Once upon a time, level No. 1 was worked, wasn't it?

A. I suppose so.

Q. That is, you can see indications there?

A. Yes.

Q. Well, of course, if it was worked, the time in getting from the surface to No. 1 was much less than it is now in getting down to your present level?

A. Yes.

Mr. Murtha:

Objected to, as not being a question—it is testimony by counsel, and asking for a conclusion of this witness. This witness has not shown himself qualified to answer that.

By Mr. Burr:

Q. How far apart did you say those levels were?

A. Approximately one hundred feet.

Q. One hundred feet. Now, then, when you get off at your level—

A. Yes, sir.

Q. Just take your individual level. You go down to the bottom, I beiteve you said, so you go down on the first cage?

A. Yes.

Q. That is the usual way it is handled, first in and first out?

A. That is the way it is handled.

Q. The man that has to go the furthest, he generally takes the first cage down and gets the first one out?

A. Yes.

Q. Now, you drop down very rapidly in that cage, after you get on it?

A. It doesn't take long.

Q. Now, I am talking about before May 1st.

A. Yes.

Q. And then after you get down there, why, you walk up the drift, if you call it up, to the place where you have to go up to your working face?

A. Yes, sir.

Q. And walking up that drift, you use your own gait, or do you get there when you please? Of course, I know

that a man like you would try to get there as quickly as you can, but you go up slow or fast, as you please?

A. Well, the group generally has about the same gait, because when a cage discharges its load, it is a customary habit to walk in together. There may be a few that are a little faster, but practically all of them seem to have the same gait.

Q. All right. Now, then, when you get to your working face—talking about yourself—then you use this ladder?

A. You climb up the ladder.

Q. To climb up to your face. Now, how far did you say that was up?

A. About fifty feet.

Q. About 50 feet?

A. Yes.

Q. And then when you get up there, you are at the face?

A. Yes.

Q. That is where you actually get down to work?

A. I feel that I started to work when I stepped on the cage.

Q. That is the way you feel now. But what I am talking about, Mr. Swanson, is when you actually begin producing ore. That is when you get to your working face? Is that where you first do any work, aside from walking and traveling?

A. I picked up my carbide on surface. I also looked over the tools—this is prior to May 1st?

Q. All right. Is there anything else now?

A. I may even carry certain tools in.

Q. But if you do that, that is an exception; and you do it of your own voluntary wish? You don't have to do that?

A. Yes, the foreman might mention that there is—

Q. Now, what I am trying to ask you, if you don't mind telling me, is, where is the first place that you do

any manual labor in the way of getting the ore out of there, using a pick or shovel, or blasting or drilling, or anything of that sort?

A. I don't do any drilling or blasting, until I get into—

Q. Into your work place?

A. Into my place.

Q. Yes. Now, do you finish the work when you finish your shift?

A. Yes.

Q. You mean by your shift the eight hours. That is what it has been?

A. Yes.

Q. And when you finish that, why, you come back to the main loading station and go out of the mine on the first trip out, if you took the first trip in?

A. Yes.

Q. Now, without going into the details of the time, up until May 1, 1941, isn't it a fact that you miners always went out of that mine on the company's time, and went in on your own time? Isn't that the way it was handled?

A. Well, not always. If a man knew he was going to take the third cage, why he wouldn't necessarily leave—

Q. Let's confine it to you now.

A. Oh, to me—the first cage, yes.

Q. Yes. Isn't it a fact that during this period of time you have always had your time computed and paid on the basis of going into the mine on company time?

A. Yes.

Q. That is right. You go into the mine on company time and come out on your own time.

A. Going in on company time?

Q. Or going in on your own time and coming out on company time.

A. Well, that would be closer to it.

Q. Well, wasn't that the way it was? Isn't that the way you have had your pay computed ever since you have been working there, up until May 1, 1941?

A. We would go in our own time, you mean?

Q. Yes.

A. And we could come out on the company time?

Q. Is that the way it was, or not?

A. You mean to the station, not to the collar?

Q. To the station, yes?

A. To the station, yes.

Q. To the station. Now, let's see if I understand it. You have been going down to the mine on your own time, isn't that right?

A. Absolutely.

Q. And then you have been going to your working place—

A. On our own time.

Q. On your own time. You have been coming from your working place to the loading station on company time?

A. Yes.

Q. And you going out on whose time?

A. Going up from the station on our own time again.

Q. On your own time?

A. Yes.

Q. So that is the way it has been without going into hours. That is the way you have had your time computed and paid ever since 1927, we will say, until May 1, 1941?

A. Yes.

Q. Taking your own case, for instance, Mr. Swanson, could you give me an estimate prior to May 1, 1941, as to how long you were actually under ground each day you worked? Do you know what I mean—from the time you left the collar until you got back. What was the spread of hours that that covered?

A. We figured we were putting in nine hours underground, or approximately nine hours, with a half hour for lunch.

Q. In other words, you figured that you were not being paid for thirty minutes?

A. Yes.

Q. Now, that situation, the same situation, existed uniformly, so far as you know, up until the time of May 1st, 1941?

A. Yes.

Q. Now, you said something about—

A. I want to make a correction there. Where we came up for dinner we also put in an extra half hour there, so when we worked from eight to five we considered we really should have been paid for two half hours.

Q. You lost an hour during that time?

A. Lost an hour.

Q. When you came out for lunch?

A. Yes.

Q. And you claim that you lost a half hour between the other times—between the time when you were eating lunch and the time when you were going down underneath?

A. Well, I meant the time that we lost going down both in the morning and at noon, and the time spent coming up on our own time. That, both at noon and at night, amounted to an hour during the time we worked from eight to five.

Q. And when you worked the other period, it amounts to a half hour?

A. Amounts to a half hour, yes.

Q. Now, then, let me see if I understand this, the way you say you handled your underground mining operations. Prior to May 1, 1941, you picked up a brass check in your change house, is that right?

A. Yes, sir.

Q. Now, that brass check, did it hang on a board?

A. It did.

Q. And did that board have hooks of some kind on it?

A. Yes.

Q. That would indicate the working place that the check belonged to?

A. No, just the check number.

Q. The check number. And you had to have your check in order to get your pay?

A. Yes.

Q. Then they knew who was in the mine and who was not in the mine?

A. That is right.

Q. In other words, there was no timekeeper then, or anything like that, because it wasn't necessary—the company wasn't interested in your time in the bath house, was it?

A. No, I don't think they were.

Q. I see. And then when you came out, did you deposit your check at the bath house, just like you took it up?

A. When you came up you hung it on the same hook you took it off, yes.

Q. Well, that served two purposes. Didn't it enable the management to know who was in the mine?

A. Yes.

Q. And it also enabled them to supply vacancies to crews, if somebody didn't show up?

A. Yes.

Q. And that is the way you did that?

A. Yes.

Q. (Continuing.) —Prior to May 1, 1941. Now, then, I believe you said, in addition to getting your check, you picked up your carbide?

A. That is right.

Q. When did you get these electric lamps?

A. Oh, about four or five months ago, I would say.

Q. That was before May 1st?

A. Yes.

Q. All right. Now, before you got the electric lamps, the carbide—each miner owned his own lamp, I suppose?

A. Yes, furnished his own lamp.

Q. Furnished his own lamp. And it would be up to him to get a sufficient supply of carbide to last him?

A. Yes.

Q. Did you have to get a supply every morning, or did you get a supply once or twice a week, sufficient to carry you over the week?

A. We would get a supply every morning, because the carbide, when exposed to air, deteriorates and becomes powder, and it makes it worthless.

Q. And you got it in the change house?

A. No, we got that in the carbide shack. We would go off to one side and get our carbide, and then go down the shaft collar.

Q. Of course, there was no specific rule to get the carbide. You could pick it up to suit yourself?

A. You could pick it up when you came to work, if you had a chance.

Q. If you had a chance. I don't know whether you miners up here did it, but did you ever get it somewhere else, other than on company property?

A. They never made any charge for carbide.

Q. They gave it to you free?

A. It was part of our supplies.

Q. That is another thing on which you are ahead of Alabama—not on the climate, but you are on that.

A That makes two.

Q. That makes two the way you have got it. But you haven't been down there, and I have been up here, you see. Now, Mr. Swanson, after you get your carbide ready to go down, you walk down to the shaft collar, and you

said that there you occasionally—if your foreman wanted to change your working place, he might tell you?

A. If he had some orders, or if there had been reported a missed hole in your place.

Q. It was just matters of that sort that occasionally happened?

A. Yes.

Q. Now, of course, it didn't take you over a few seconds to get your check, did it?

A. No.

Q. And it doesn't take you but a few seconds to get your carbide, does it?

A. Well, a minute.

Q. A minute, maybe?

A. Yes.

Q. And it doesn't delay you any to get the orders of your foreman, if he has anything to give you?

A. No.

Q. In other words, you get them out on the cage?

A. That is right, sir.

Q. Now, those things—it has been customary to do it that way ever since you have been working there, hasn't it?

A. Yes, sir.

Q. Always those incidental matters in that way?

A. Yes, sir.

Q. And that has been a continuous universal custom, in your experience?

A. I couldn't say it was a universal custom.

Q. Within your experience?

A. Within my experience, yes.

Q. That is all I am asking you for. Now, you do occasionally work three shifts, I believe?

A. We are working three shifts now, a small group of miners.

Q. Well, of course, if there are three eight-hour shifts, that takes up the twenty-four hours, doesn't it?

A. Yes, sir.

Q. And you can work three shifts in your mine, because, as you explained it to us, on account of your ventilation, and on account of the fact that you can shoot when you please?

A. Yes.

Q. You don't have to wait for any clearing up of conditions or any special safety arrangements. You can go right in and work?

A. Well, you have to wait until the smoke clears out, but the smoke clears out in our end quite quickly.

Q. That is what I say.

A. But if you have any misfires, any misfires on your blasts, and you are short a number of reports, a safety rule requires you to stay out of your place for a half hour.

Q. I understand that. But the conditions are such that you are able, with your ventilation and the way you do your shooting, and the conditions in your mine, you can work three shifts there?

A. Yes.

Q. And you do work three shifts there?

A. Yes.

Q. Of course, you don't know what sort of shape we are in down in poor Alabama about that, do you?

A. I haven't been down there.

Q. Now, with reference to powder, I believe you said that the powder was always given to you—prior to May 1, 1941, how did you get your powder?

A. You would notify the foreman that you wanted a box of powder and at the powder house we would take a box of powder and sign an order, showing the foreman that we had it.

Q. Showing that you had gotten that powder?

A. Gotten the powder, yes.

Q. And that has been substantially the same, all the time you have worked there, up until May 1, 1941?

A. Yes, the same.

Q. Now, your tools. I believe you said there has been only one change made in that. You said that years ago you would have to carry your own tools?

A. Yes.

Q. And I believe you said that you even carried them sometimes from the warehouse on the outside?

A. Yes, a quarter of a mile away.

Q. Now, about how many years has it been since that custom ceased?

A. Oh, it is—like I say, the changes came about by degrees. In the cold weather a man would object if he had to carry a bunch of steel drills. It gets around 40 below in the winter, sometimes.

Q. Just give us some idea of when it was you got into the custom of doing it like you have been for the past ten years.

A. Well, I think under the Employees' Representation Plan our representatives brought this matter up as a grievance, and it has been adjusted from time to time since, so I think that this started probably in '33 also.

Q. All right, since '33.

A. It was something like that.

Q. Since about 1933—

A. Things have been changing.

Q. And since then they have been carrying the tools?

A. Not since '33. First they eliminated our work of bringing supplies from the warehouse over to the shaft collar.

Q. Yes.

A Then later on, why, they started bringing in more and more of our supplies or tools into our working place, until now they bring in practically everything.

Q. About when did they commence bringing in practically everything?

A. They have brought in practically everything since May 1, 1940.

Mr. Murtha:
40 or 41?

The Witness:
41.

Q. Well, now, prior to May 1, 1941, how were your tools handled, say along in April of 1941?

A. Well, up until then our tools were supposed to be brought in, but if we didn't think we were getting quick service, or quick enough service on them, we could carry them in ourselves.

Q. You were on a tonnage basis, were you?

A. Yes.

Q. And if you didn't think you got them fast enough, you would get them yourself to increase your tonnage?

A. Yes.

Q. All right. At that time when you got them that way to increase your tonnage, where did you get them, at an underground tool house?

A. Back of the shaft collar—I mean, back of the shaft station.

Q. Underground?

A. Underground station.

Q. It is the level station where you get off?

A. That is it.

Q. And the ones they got in that way they carried from the station to the working place?

A. Yes.

Q. So the situation with reference to tools has gradually improved until the present situation exists, is that right?

A. Yes.

Q. Now, you spoke about a Grievance Committee, Mr. Swanson. I believe you said these grievance committees have existed for how long a period? When did you first

begin to have what you would call a Grievance Committee out there?

A. Well, our union has had a Grievance Committee ever since it is organized, in 1937.

Q. And that was what date?

A. '37.

Q. Well, now, did the Employees' Representation Plan have one previous to that?

A. Well, we didn't call them a grievance committee, but they functioned as such.

Q. And that was since when?

A. I think it is about 1934.

Q. Well, now, as you said, these grievance committees—or by whatever name you may call them—they took up with the company from time to time such complaints and grievances as they had?

A. Yes.

Q. And the company would either refuse the requests or grant them, is that right?

A. Yes.

Q. And you have been free, and have in all this period of time been presenting your grievances in that way to the management?

A. Yes.

Q. Through your committees?

A. Yes.

Q. And the management never has declined to meet with you? I know they have not agreed to grant them all, but they have always given you the courtesy of a hearing and dealt with you about the grievances?

A. They have always given us a hearing.

Q. Yes. I believe you said there has been only one or two occasions when you presented to the management the question of your being paid on a portal-to-portal basis—

A. We call it collar-to-collar.

Q. You understand that when I say portal-to-portal, I mean collar-to-collar?

A. Yes.

Q. I am trying to accustom myself to your terms.

Mr. Murtha:

Do you mean, Mr. Burr, under the Employees' Representation Plan?

By Mr. Burr:

Q. I am asking him now first about 1937. That was under your union plan, wasn't it?

A. Yes, I am quite sure the union Grievance Committee presented their demands for a contract, which included this eight-hour collar-to-collar, twice.

Q. All right. Now, when was the first time?

A. It was in 1937, shortly after we were organized.

Q. All right. Now, was that included amongst a number of other requests?

A. Yes.

Q. Your contract?

A. Yes.

Q. In other words, you presented to them, I suppose, a proposed working contract?

A. Yes.

Q. And amongst the things that you proposed, was that you had your time computed and paid on a collar-to-collar basis?

A. Yes.

Q. All right, sir. Now, I believe that was refused?

A. I believe the answer they got was that the management required more time to consider it. At least, they did not grant it. They did not sign any contract at the time.

Q. Let me ask you right here now whether you were on the committee that discussed it with the management?

A. I was not on the committee that discussed it with the management.

Q. So you were not present then when the management gave that answer to the committee?

A. No.

Q. What you know is what the committee reported back to your meeting?

A. Exactly that.

Q. That is what you meant. All right, sir. Now, that, I believe you said, was in '37?

A. Yes.

Q. Do you remember what time of the year it was?

A. I think it was in June.

Q. I notice here a reference in your minutes—is that the time it was when the minutes here state that a contract was presented on June 13th, 1937?

A. If it states that.

Q. It was moved and seconded that the following contract be adopted; which consisted of the following demands: One, recognition of the CIO as the sole collective bargaining agent; two, eight (8) hours from collar-to-collar?

A. Yes.

Q. Does that refresh your recollection as to the time now when that occurred?

A. I attended that meeting, and I remember that.

Q. Now, when was the other time? You said you thought there was another time. Was that before or after this?

A. It was after that.

Q. Do you remember the date?

Mr. Murtha:

What you were reading from was marked as Exhibit C, being a part of the bound book, Exhibit 1?

Mr. Burr:

Yes.

By Mr. Burr:

Q. What is your best recollection of what the second time was?

A. It seems to me it was brought up—

Q. Before the management, I am speaking about.

A. Yes, I think it was brought up again in the fall of the same year.

Q. In the fall of 1937?

A. Yes, that is my present recollection.

Q. Could you testify as to whether or not if it was brought up it would appear in your minutes somewhere?

A. Well, I wouldn't say that. The committee had been told to negotiate this contract with the management, and, as I understood it from their report, they were told that the management would have to more time, that the management would require more time before they could sign a contract. If I remember correctly, I think the report that the Grievance Committee gave the second time was that the management refused.

Q. I see. Both times, though, what you know about it, is the report that was made by the committee? You didn't serve on the committee that met with the management either of these two times?

A. I wasn't on the committee that met with the management, no, sir.

Q. All right, sir. Now, then, the only other time you mentioned in your direct examination was back on some occasion when the Employees' Representation Committee presented a request of this sort? Do you remember about when that was?

A. Well, it would be a year or two prior to this.

Q. Prior to this?

A. Yes.

Q. Were you on the committee that went to see the management then?

A. No, there wasn't any committee. The employees' representatives handled it.

Q. Well, were you one of the representatives?

A. No, I was not a representative.

Q. So I imagine what you know about that is what they told you about it afterwards?

A. Exactly.

Q. Now, those the only three occasions that you know of where the matter was ever, within your knowledge, either by reports made to the union by the Grievance Committee of the union, or the reports made by the employees' representatives—those are the only times you know of that that was presented to the management?

A. No.

Q. There was another one?

A. There were several more. In early 1938 we wrote to our District Director Burkhammer—

Q. I am talking about to the company. I am not talking about what you did among yourselves.

A. We did that among ourselves.

Q. I don't want that at all. I want to know if there are any other times when your committee took the matter up with the management?

A. This particular committee did not take it up with the management, but they did take it up with our representative.

Q. I don't care a thing in the world about what you did among yourselves. What I want to know is if there are any other occasions when your committees took it up with the company, other than the three times you have mentioned.

A. The committee itself, as far as I can recollect, did not take it up with the officials in Ely at any other time.

Q. Did they take it up with the officials of the company anywhere else?

A. In Duluth.

Q. With what officials?

A. Our representatives took it up in Duluth.

Q. With what officials in Duluth? Officials of the company?

A. Yes, of the Oliver Iron Mining Company.

Q. Who were they, do you know?

A. Our representative and District Director, Mr. Burkhammer, and Mr. Hartman in Duluth visited our local union up there, and we spoke of presenting our demands for a contract to the Ely officials.

Q. To the what?

A. To the Ely management. Mr. Burkhammer advised us that it would probably be unwise at that time.

Q. Now, Mr. Swanson, what I am trying to get at is the times that you talked to officials of the Oliver Company about it. If there were any other times, other than these three you mentioned that you know about?

A. This committee, I say, talked to the officials of the Oliver through our representatives, yes, at various times afterwards. At least, they so reported to us.

Q. Who reported to you?

A. Our representatives, Hartman and the District Director, Burkhammer, reported that to us.

Q. Said that they had discussed it with officers of the Oliver Iron Mining Company?

A. The Oliver Iron Mining Company.

Q. They had discussed the question of putting this on a portal-to-portal basis?

A. Of signing a contract, and this contract contained that clause, eight-hours collar-to-collar. It is the only contract, as far as I know, that has ever been submitted to the Oliver Company by our representatives.

Q. Well, these times that you claim that someone told you, the representatives presented it to the officials of Duluth, of the Oliver Iron Mining Company?

A. Our representatives.

Q. They told you, and that is all you know about it? All you know is something they told you?

A. Yes.

Q. You were not there?

A. I was not at the meeting, no.

Q. Have you ever seen anything in writing about this matter?

A. Mr. Burkhammer has written us in regard to this matter that he has met with the Oliver officials.

Q. I don't mean what he has written you. I mean, any correspondence between the Oliver Iron Mining Company with reference to it?

A. No, I have not seen any correspondence.

Q. Have you any records anywhere, any letters that you wrote, or any written contracts that you presented to the Oliver Iron Mining Company about it at different times?

A. I am quite sure our secretary may have a letter—he should have something in the minutes about writing to our District Director about seeking this contract with the Oliver Iron Mining Company.

Q. Your minutes are supposed to contain everything that took place at these meetings of any importance?

A. They are very brief in some places. All our correspondence has not been placed in the minutes.

Q. Have you ever seen any letter written by the Oliver Iron Mining Company about this matter?

A. I have never seen any letter written by the Oliver but I have seen letters written by our secretary to our representative.

Q. Who has charge of those letters?

A. I haven't charge of them—our secretary probably would have charge of them.

Q. Have you had charge of the minutes?

A. No, only on those two occasions when the recording secretary was not able to be present, and he asked me to act for him, and our Chairman appointed me as acting secretary on those two occasions.

Q. Did you deliver this minute book to the gentleman representing the Wage and Hour Division?

A. No, sir, our recording secretary.

Q. You didn't deliver it to him at all?

A. No.

Q. Do you know whether or not there were any minutes kept prior to this time, the first date here, which seems to be May 23, 1937?

A. We had a couple of preliminary meetings before that, but I would call this the first official meeting.

Q. I see. And so far as you know, this book contains the minutes down to date?

A. Yes, as far as I know.

Q. There are no minute books?

A. No.

Q. This resolution that was presented on June 13, 1937, as shown on Exhibit C of this book—

A. What resolution is that?

Q. The one I just read to you.

A. This contract?

Q. The contract, yes.

A. Yes.

Q. Were you the author of that resolution in the contract, or not?

A. No, I don't believe I was.

Q. As a matter of fact, then your national headquarters or your district headquarters sent it down for your local to present?

A. Absolutely not. They had nothing to do with the eight-hour collar-to-collar, because it has never been included in any contract that I have seen made by the Steel Workers' Organizing Committee.

Q. You say you never have seen that provision included in a CIO contract?

A. I didn't say CIO. I mean the SWOC.

Q. That is what I mean, the SWOC. Are there any SWOC contracts up in this section of the country?

A. Yes, there are.

Q. About how many?

A. Up in the mining ranges?

Q. Yes.

A. Yes, they have them with the International Mining Company, Butler Brothers, Wisconsin Steel, which we call the International Harvester Company, and—

Q. Are there any others that you can remember?

A. And I don't know if it is a contract or some sort of an agreement with the Evergreen Mining Company at Crosby.

Q. Aside from those that you have mentioned, there are no SWOC contracts in this part of the country? I mean, with the mining industry.

A. Would you include the steel plants as the mining industry?

Q. No, I am talking about the mining of ore.

A. All right, mining of ore.

Q. That includes all that you can remember?

A. That includes all I can remember, yes.

Q. Have you got an idea of what percent of the production in this district is represented by the ones that he mentioned?

A. I haven't any idea, no.

Q. Do you know about how many employees those different ones employ underground that you have mentioned?

A. No, but from what I have heard I understand that they employ a large force during the summer months, and a small force during the winter months.

Q. You don't know anyhow, so I won't—

A. I know that the Nashwauk Local—the Butler Bros. contract covered that Local—I think has about 800 employees.

Q. None of those contracts contain the eight-hour from collar-to-collar provision?

A. They are not underground properties, and, of course, there would be no reason to.

Q. Are any of those underground properties?

A. Well, I beg your pardon—the International Harvester has an underground property and it does not contain a collar-to-collar provision.

Q. How about Butler's?

A. I don't think they have any underground properties.

Q. Any others?

A. The Interstate has an underground property, and the Evergreen, I think that they have both underground and pit; I couldn't state as to whether the agreement they have with them covers underground or open pit, or both.

Q. Now, I am not asking this question in the sense of saying anything improper, you understand, but merely for the purpose of getting some dates. When was the first time that any representative of the Wage and Hour Division talked with you about this matter?

A. It was.

Mr. Murtha:

Well, I am going to object to that on the ground that it is incompetent, irrelevant and immaterial.

A. It was on a Sunday, a couple of three weeks ago.

By Mr. Burr:

Q. Well, was it since May 1, 1941?

A. Yes, it was.

Q. Up until that time you never had been approached by any of them at all?

A. No, absolutely not.

Q. And so far as you know they hadn't been in this territory investigating this matter prior to that time?

A. No.

Mr. Burr:

I think that is all.

Re-Direct Examination.

By Mr. Murtha:

Q. You are still a member of this Grievance Committee of the union?

A. Yes, I am a member of the Grievance Committee.

Q. And it is the desire of the men to be paid on a collar-to-collar basis, and that is still—

Mr. Burr:

Note an objection as to the desire of the men.

By Mr. Murtha:

Q. (Continuing.) —one of the main points of complaints of the employees?

A. Yes.

Mr. Burr:

I didn't ask you this, Mr. Swanson:

By Mr. Burr:

Q. Back prior to May 1, 1941, how was your timekeeping kept?

Did you have a timekeeper in the mine?

A. Yes.

Q. And did he keep a time book?

A. Yes.

Q. And visited your working place, I suppose, once or twice a day?

A. Once a day, yes—possibly twice.

Q. Possibly twice. He would check on the men, and it was on that time book that your payroll was made up?

A. Yes.

Q. I am anxious to know if you handled it the same way we do down home. How would you handle overtime? For instance, if you had an emergency that a man had to work overtime, would the foreman make a report on that, on the overtime work?

A. I have never worked any overtime since 1937 and I wouldn't know.

Q. You wouldn't know?

A. But I would think that that would be—

Mr. Burr:

That is all.

The Witness:

About this here timekeeper taking our time and marking us down for eight hours, you understand that we, as contract miners, were getting paid for tonnage.

By Mr. Burr:

Q. I understand that.

A. On a tonnage basis—we were paid on a tonnage basis, and the eight hours was just a mark that we were in the place. Your actual wages were computed by the amount of ore that we turned out.

Q. Of course, you did have in the mine, though, a number of day men?

A. Yes; I am talking about myself.

Q. You are talking about yourself. They day men at that time were kept, and they were paid on the actual hours worked?

A. Yes.

Mr. Burr:
All right.

By Mr. Murtha:
Q. Now, on this method of payment were you paid solely on a contract basis, or did you have a combination method?
A. We had a combination method. We were paid a certain price for each car of dirt we mined, and we were also allowed what was called extras. The captain, if he felt we were entitled to some extra compensation, why, he would allow us that. He would allow us what was known as extras. They totalled the amount you received from your price per car and your extras, and divided that by the number of hours that were turned in, or days turned in, and that was your price, your wage.
Q. Did you have a guaranteed wage?
A. Well, I understand that a contract miner has a guaranteed wage at the present time of $6.84, which we call "repairmen's wages" or "miner's company account."
Q. So at the present time you have a guaranteed minimum?
A. Well, I have never been told that, but I understand that we have. I have never been told that by the superintendent or the captain, but I think that the men themselves have that idea now. I couldn't state positively.
Q. How long has that been in effect?

Mr. Burr:
We want to note an objection.

A. It has been for years that we have always felt there was a minimum wage which was known as the miner's company account.

Q. What was the basis of your guaranteed minimum?

A. You mean the amount?

Q. Yes.

A. Well, it was what I said, whatever the miner's company account was at that time.

Q. If you made more on the contract basis, why—

A. We received it.

Q. You received it.

A. And I don't have any recollection of anybody making less than minimum. Practically everybody makes quite a bit more.

Q. Everybody in the Pioneer Mine has the same method of payment among the miners?

A. Among the miners, yes. You understand me, that we get paid on a tonnage basis. There are others who get paid on a foot basis.

Q. For a while, in the Boeing Mine, you ate lunch down underground on the company's time?

A. Yes, when we worked from 7:00 to 3:00 and 3:00 to 11:00, we ate our lunch on company time.

Q. Was there any difference, or is there any difference now, about the place where you talked to your foreman about the day's work, as to whether it is above, whether it is on the surface, or at the station on the level?

A. Well, I haven't noticed it. It may be that he gives us all the orders on the station below now. It has been the custom in the past to receive orders at the station—wherever you saw your foreman, whether it happened to be at the shaft collar or at the station.

Q. Were there two decks on the cages?

A. Yes.

Q. That was just one cage?

A. One cage with two decks at the Pioneer Mine.

Q. Each cage holds about how many?

A. I said before that I thought we had about 30 on each deck, but it may be that there are only 25 or so.

Mr. Murtha:
That is all.

Mr. Burr:
I have a few more questions.

Re-Cross Examination.

By Mr. Burr:
Q. Has the contract price been changed since May 1, 1941?
A. Not that I know of.
Q. Yours is the same?
A. As far as I know, yes.
Q. As far as you know. Now, would you mind telling me how much you make in a day?
A. Well, you mean since the last wage increase, or before?
Q. Before you got your 10 percent?
A. Well, I think that about $6.90 would be pretty fair.
Q. That would be a pretty fair average?
A. A pretty fair average since 1937 when we received our wage increase.
Q. Otherwise, from 1937 until May 1, 1941,—
A. I think that we got out—
Q. (Continuing.) —until April 1st when you got your 10 percent increase, you made what?
A. Around $6.90.
Q. $6.90, yes.

(Witness excused.)

Mr. Burr:
I want to invoke the rule here. We don't want other witnesses present while some other witnesses is testifying.

Mr. Murtha:

Just let the record show that counsel for the plaintiffs objects to the presence of other witnesses, while one witness is testifying, and let the record show that counsel for the defendants-intervener has requested that other witnesses stay outside of the room during the examination of any one witness.

4020 GEORGE MICHEAL BURCK was thereupon called as a witness, and having been first duly sworn, testified as follows:

Direct Examination.

By Mr. Murtha.

Q. Your name is?

A. George Micheal Burck.

Q. Where do you live?

A. 502 East Camp Street, Ely, Minnesota.

Q. What is your occupation?

A. I am a miner.

Q. How long have you been a miner?

A. I have worked in the iron mines since 1924.

Q. How long have you been a miner?

A. Since 1916.

Q. And what kind of mines have you worked in?

A. I have worked in the coal mines in North Dakota up until about 1922. From there I went to the iron mines, and I have worked there since.

Q. And what range did you work on?

A. The Vermilion Range.

Q. Iron ore?

A. Yes.

Q. What company have you worked for?

A. The Oliver Iron Mining Company.

Q. Any other company?

A. Not in the iron mines.

Q. How many mines does the Oliver Mining Company operate on the mining range?

A. On the mining range I don't know, but I have heard in Minnesota, Wisconsin and Michigan—in those three states, 42.

Mr. Burr:

We make an objection to what he has heard, of course.

By Mr. Murtha:

Q. Go ahead.

A. I heard 42.

Q. They have open pit and underground mines both?

A. Yes, I have read that.

Q. You have worked for nearly 20 years on the—what range is that, the Mesabi?

A. The Vermilion Iron Range.

Q. The Vermilion Iron Range. Is the Oliver Mining Company one of the largest mining companies in Minnesota?

A. I am quite sure they are.

Q. What mines have you worked in?

A. I have worked in the Sibley Mine and the Pioneer Mine at Ely.

Q. By the way, are you married?

A. Yes, sir.

Q. Any children?

A. I have five.

Mr. Burr:

We want to note an objection to how many children he has.

By Mr. Murtha:

Q. How many years did you work in the coal mines in North Dakota?

A. About six—not full time.

Q. Were they underground mines?

A. Yes.

Q. On what basis were you paid there—how many hours a day did you work?

A. We were paid on a tonnage basis.

Q. How many hours did you work each day?

A. We worked eight hours.

Q. Now, where would you be when the eight hour period started?

A. On the surface. We started underground—

Mr. Burr:

We want to note an objection to this line of testimony, the same way I did in the testimony of Mr. Swanson, that it is relating to matters too far back in connection with, and has no relationship with the Alabama mines, and no connection with the Alabama mines on the ground that such testimony is illegal, irrelevant and immaterial. It is understood that I have an objection on the same grounds to all of these questions?

Mr. Murtha:

Very well.

By Mr. Murtha:

Q. Where would you be at the end of the eight-hour period?

A. At the end of the eight-hour period we would still be underground. It was eight and a half hours.

Q. All right. Where did you have lunch?

A. Underground.

Q. Did you have lunch on your own time or company time?

A. Our own time.

Q. When would a day end—would it be eight and a half hours after the start?

A. Yes, eight and a half hours after we started work.

Q. And where would you be at the end of eight and a half hours?

A. On the surface.

Q. Are you familiar with this expression "collar-to-collar"?

A. Yes.

Q. Were you paid collar-to-collar in the coal mines of North Dakota during that period?

A. The company men were.

Q. Now, will you state how long you worked in the Sibley Mine?

A. About five years.

Q. What years?

A. 1924 to 1928.

Q. Did you work day and night shifts?

A. Yes.

Q. Give us, as briefly as you can, a description of the miner's day during the day shift.

A. We went underground about 7:30, or a little after—a few minutes, possibly. We were hoisted to surface at 12:00 o'clock for our lunch period. We were lowered underground about 12:30 or a little after, and we were hoisted to surface again at five o'clock.

Q. What did you call your day? Was it an eight-hour day?

A. I would like to call it an eight-hour day.

Q. How much time actually expired from the moment you left the surface until you returned?

A. About four and a half hours.

Q. In the morning?

A. In the morning, until dinner time.

Q. And then after you went back—

A. It would be about the same.

Q. How much time was required for actual eating?

A. About fifteen minutes.

Q. How about the night shift? Were they on the same basis?

A. The night shift worked what they called nine hours, and they did not work on Saturday night.

Q. Whether you worked night or day, what hours were you paid for?

A. Eight.

Q. What?

A. Eight.

Q. Where were you working those eight hours?

A. I was a miner most of the time, working in—putting out iron ore.

Q. Well, would it be correct to say that during your eight hours you were at the face of the mine?

A. Yes.

Q. Now, before you entered the mine, did you perform any duties preparatory to your day's work?

A. Not at Sibley Mine.

Q. You went directly in?

A. After we were lowered underground, if we had any tools, drills, jack eniery machines, or picks to take in, we would take them in with us.

Q. Where would you pick them up?

A. At the station at the back shaft.

Q. Did you use carbide at that time?

A. Yes.

Q. Where would you get your carbide to fill your lamp?

A. There was a small building 15 or 20 feet from the dry.

Q. What is the dry?

A. The place where we changed clothes and took showers.

Q. How far is the dry from the shaft at Sibley? How far away is it?

A. About a hundred feet.

Q. And on your way from the dry to the shaft, did you pick up your carbide?

A. Yes.

Q. Did you also pick up a check?

A. Yes.

Q. Where was that?

A. That was at the entrance of the dry on a board.

Q. How about powder?

A. Powder was delivered underground.

Q. At the Sibley Mine how many cage loads were required to lower the men?

A. I think it was three.

Q. Do you know how many men were working at Sibley?

A. I think they put 25 or 30 men on each cage load.

Q. Cage level?

A. On each cage load.

Q. Oh! Was it a single or double?

A. Single.

Q. What level did you work on at Sibley?

A. I worked on the 4th and 5th levels.

Q. How much time was required for you to leave the surface and get to the working face?

A. Possibly 12 or 15 minutes.

Q. Now, what you say of the day shift, is that true of the night shift, in regard to the amount of time required?

A. Yes.

Q. When would you report to the mine for work each morning on the day shift?

A. We left home about ten minutes to six, and it would take us about ten minutes to drive down there.

Q. What time were you at the face at Sibley?

A. I would say a quarter after eight,—no, I think we got there sooner. I couldn't say just exactly—I never looked at a watch.

Q. I think you stated that you went down about 7:30, is that correct?

A. About that time, yes.

Q. Can you recall how long—you said a few moments ago it took you around 12 or 15 minutes from the surface to the face. Can you recall now about what time you were at the face ready to drill or blast?

A. Well, possibly a quarter to eight, or about that.

Q. What time would you leave the face? This is at Sibley.

A. Five o'clock.

Q. You would be on the surface—

A. Or a few minutes before. It was not very often it would be any before.

Q. Would you quite often blast at the end of the day?

A. We blasted there at any time.

Q. When you blasted, you had to go away from the place where you would blast?

A. Yes.

Q. That would take you toward the station, wouldn't it?

A. It would take you either toward the station, or away from it. You would follow the drift one way or the other.

Q. When you arrived on the surface at the end of the day, what did you do?

A. We hung up our checks, changed clothes, and took a shower.

Q. What was the approximate time required for a round trip in the cage at Sibley?

A. I don't understand the question.

(The question was read by the reporter as above recorded.)

A. Do you mean the cage going up and down?

Q. Right.

A. Possibly five minutes.

Q. Would you walk into the mine after you arrived at the level?

A. Yes.

Q. Would you have to do some climbing in order to get to the place where you were drilling?

A. Yes.

Q. About how far would you have to climb at the Sibley Mine?

A. It was different heights at different times. We climbed possibly 60 or 70 feet sometimes, and sometimes about 15 or 20 feet.

Q. Sometimes you would carry tools with you?

A. Yes.

Q. Would that make the climbing any more difficult or slower?

A. Yes.

Q. What would also have an effect on the time that you would walk in?

A. Yes.

Q. What effect would it have?

A. Well, when you are loaded down with tools, you can't walk as fast as you can without them.

Q. Now, you came over to the Pioneer Mine in 1928, is that right?

A. Yes.

Q. Did you work the day shift and night shifts both, there?

A. Yes.

Q. Oh, at Sibley, what time did the night shift go on?

A. I think they went on the same time on the night shift as they did on the day shift in the morning.

Q. Oh, you mean it started out at 7:30?

A. Yes.

Q. Over at Pioneer what time would you start down from the shaft collar?

A. About 6:20; that was the day shift.

Q. Prior to that time had you changed, picked up your carbide and so forth?

A. We was already changed, had carbide, checks, and everything.

Q. How about tools?

A. If we needed tools, we were required to go to the warehouse and bring them.

Q. How far away was the warehouse?

A. About a quarter of a mile.

Q. How many cage loads were required at the Pioneer?

A. Three.

Q. How many men were day men?

A. About thirty men were loaded on each deck—it is a double-deck cage.

Q. Three cages at night?

A. About that.

Q. And three in the daytime?

A. Yes.

Q. Thirty on each deck?

A. Yes.

Q. And two decks on each cage?

A. Yes, sir; about that.

Mr. Burr:

Is this the Pioneer you are asking about?

Mr. Murtha:

The Pioneer.

By Mr. Murtha:

Q. The lifts stop at all levels, is that right?

A. Yes.

Q. And at the beginning?

A. And at the beginning.

Q. At Pioneer you also walk in?

A. Yes.

Q. And you also have to do some climbing to get on the face of the mine?

A. Yes.

Q. Where you are drilling, and so forth?

A. Yes.

Q. You left the surface at 6:20. About what time would you arrive at the face at the Pioneer?

A. About 12 or 15 minutes after you got to the bottom of the cage.

Q. Were you on an eight-hour basis there?

A. I think so, yes.

Q. So you would start working some time before seven?

A. Yes.

Q. But time was counted from seven on?

A. That is right.

Q. And you had to take lunch below or on top?

A. When I started at Pioneer, we ate our lunch on surface.

Q. And that continued until when?

A. About '35 or '36.

Q. 1935 or '6?

A. 1935 or '6.

Q. When you ate on the surface, what time did you leave the face at noon?

A. About 12:00 o'clock—or a few minutes before—two or three, possibly.

Q. What time were you back at the face?

A. About twenty minutes to one.

Q. And in the meantime you would be raised to the surface, have eaten your lunch and returned?

A. Yes.

Q. After the change in 1936 and 1937, what arrangements were made about lunch?

A. I was elected as representative by the miners on my shift and we were asked by the miners to—

Mr. Burr:

Just a minute, we want to interpose an objection to any requests or conferences between the men in the mine, and any other questions along that line.

A. I was elected as representative by the miners on my shift and we were asked by the miners to have the shift changed so that we could eat underground and come to surface earlier on the night shift.

Q. Were the conditions changed then?

A. Yes.

Q. And did you eat underground?

A. Yes.

Q. And at the face or nearby?

A. At the working face. That is, within 50 or 60 feet of the face.

Q. Of the face. And how much time was required?

A. For eating lunch?

Q. Yes.

A. About 15 minutes.

Q. But it was counted as 30?

A. Yes.

Q. At Pioneer, what time did you reach the surface?

A. After the change?

Q. Before and after?

A. About five minutes after five,—that was before the change.

Q. And then after they changed to a 30-minute lunch hour?

A. We would leave underground at 3:30, and it would be a few minutes more for hoisting the men up.

Q. When you arrived at the surface shortly after five, what time had you started work in the morning?

A. Seven, or fifteen to seven, about that.

Q. Was there any change in your starting time at the Pioneer Mine during the period you were there?

A. Yes.

Q. What change was that?

A. I was asked to have the shift changed by the miners,—to have the day shift go underground at o'clock in the morning, and have a half hour—

Q. You are sure that you didn't used to go to [redacted] and then changed it to seven?

A. Yes, that is right, seven.

Q. Let's get that straight. From 1928 at Pioneer, until about 1935, is it, or '36—

A. Yes, we went underground at seven.

Q. Or eight?

A. Eight, yes.

Q. You went underground at eight?

A. At eight.

Q. Or rather, your time commenced at the face at eight o'clock, is that right?

A. That is right, yes.

Q. You went underground before that?

A. Before eight, yes.

Q. And you were raised to the surface then at five minutes after five?

A. About that.

Q. And then about 1935, was it, you went to work an hour earlier?

A. Yes, about 1935 or '36.

Q. And you got through an hour and a half earlier?

A. An hour and a half earlier, yes.

Q. Because they not only started an hour earlier, but they cut the lunch hour down to 30 minutes?

A. They cut the lunch period to a half hour.

Q. At Pioneer, how much time was required to go from the surface to the mine at the face on an average, according to your experience?

A. About 14 or 15 minutes.

Q. And the same time required to come out?

A. Yes.

Q. Since May 1, 1941, have there been any changes in your miner's day?

A. Yes.

Mr. Burr:

We want to note our objections to any testimony in reference to changes in conditions since May 1, 1941, on the same grounds that we have previously stated.

By Mr. Murtha:

Q. Describe in full any changes that have been made, including any changes in the handling of tools and powder and carbide, or the time you began work, ended work, and so forth. Just start in at the day's beginning and describe it to us.

Q. We leave home about ten minutes after six. We go to the dry and change and we have a buzzer. When that rings, we take our lamps and checks and go to the shaft to be lowered underground.

Q. What shift are you on?

A. I work one week day shift and the next week night shift.

Q. What cage are you on?

A. Second cage.

Q. What time does your buzzer ring?

A. About eight minutes after seven.

Q. When does the first cage go down?

A. Seven o'clock.

Q. That is the first buzzer?

A. Yes.

Q. When does the third buzzer ring?

A. I never looked at a watch, but I would think it would be possibly eight minutes.

Q. You arrive at the face about what time, now?

A. 7:12 or 7:15.

Q. What time do you leave the face at the end of the day?

A. 3:24. I think it is.

Q. You reach the surface then at what time?

A. About 3:34, I think, or thereabouts.

Q. Where do you eat lunch?

A. Underground, near the working face.

Q. Thirty minutes?

A. We have thirty minutes.

Q. Do you use your thirty minutes?

A. We don't eat thirty minutes, but we sit down the balance of the time.

Q. You take a full thirty-minute lunch period?

A. Yes.

Q. Compare your production since May 1, 1941, with your production before.

Mr. Burr:

Note an objection to that, please.

A. My wages have been about the same.

By Mr. Murtha:

Q. How about your production of ore?

A. What is that?

Q. How about your production of ore each day, compared to before May 1, 1941?

A. I don't remember the number of cars of either month, but I believe it is about the same.

Q. You do the same work now each day that you did before?

A. Yes.

Q. Where do you get your tools at the present time?

A. They are mostly delivered almost to the working place.

Q. And how long has that condition prevailed?

A. There have been many changes made since about 1936.

Q. What kind of changes?

A. By requests to the management to have our tools brought closer to the working place.

Q. That allows you more time to work at the face?

A. It does.

Q. When does the night shift come on now, where there are two shifts?

A. At 4:30, we start underground.

Q. Do you blast during the day, occasionally?

A. Anytime of the day.

Q. And you continue working after you have blasted?

A. It takes fifteen minutes to twenty minutes, or a half hour sometimes, for the smoke to go out.

Q. The night shift could come in immediately after you leave each day, could they?

A. They could, yes.

Q. Are you a member of the Employees' Representation Plan?

A. I was elected representative by the miners on my shift.

Q. That is under what they call the Employees' Representation Plan?

A. Yes, and the initials were "E. R. P."

Q. What was the purpose of this plan?

A. For the miners to bring any grievance to us to bring to the management.

Q. What grievances were there that caused the setting up of this plan?

A. There were many of them, such as getting tools from the warehouse and taking them from the shaft to the working place, making wedges underground with the axe, and instead of doing that we asked them to make them in the shops with a machine. And we asked to have the shifts changed from the system we had before to what they were all talking about, collar-to-collar—that is, have the eight-hour collar-to-collar.

Q. And there were other complaints as well?

A. Yes.

Q. How many people were on this committee?

A. I represented the miners on my shift. One man represented the miners on the other shift, and the trammers also had a representative.

Q. When were you elected to this committee?

A. About 1935 or '36.

Q. Did you meet with the officials of the company?

A. Once a month.

Q. Wasn't it 1935?

A. It might have been. I don't recall the year.

Q. What officials did you meet with?

A. The superintendent, Bruce Strachn.

Q. You met with him once a month, is that right?

A. Once a month.

Q. For how long a period of time?

A. I was representative of the miners for one year.

Q. During this year did you receive complaints from the men?

A. Yes.

Q. And did you present these complain's and grievances to the superintendent of the mine?

A. Yes.

Q. Of the company. Among these grievances, was there a demand for payment of all hours worked from collar-to-collar?

A. I think that was the idea. They were putting in too much time.

Q. Did the company grant your requests?

A. No.

Q. They made some minor concessions, however, didn't they?

A. Such as delivering tools?

Q. Now, later on, did you report the attitude of the company back to the men?

A. We had no other way of reporting back to them, only after we got into the dry, to be talking with them, before we would go on our shift.

Q. What was the result of your report to the men?

A. They didn't feel so good toward it, sometimes.

Q. They didn't feel so good about it?

A. No, they didn't feel so good about it, sometimes, on some of the reports.

Q. Was this Grievance Committee,—or was this Employees' Representation Committee ever able to obtain a collar-to-collar basis for the pay?

A. No, it was asked for, but we did not get it.

Q. Is there an Employees' Representation Plan in operation now?

A. No, we have the union there now.

Q. When was that organized?

A. In 1937.

Q. Does that take the place of the Employees' Representation Plan, as far as your method of bringing grievances to the company is concerned?

A. Yes.

Q. What did the company official or officials state in regard to the granting of your requests, in connection with the collar-to-collar plan, prior to the formation of the union?

A. The superintendent said that we would never get it until there was a law passed to compel them to give it to us.

Q. But you continued to try to get it? To get it through the union, is that right?

Mr. Burr:

I ought not to have to make an objection to leading the witness. I have never heard from anyone that they made this request to the management more than one time.

Mr. Murtha:
Well, I think that counsel overlooked the fact that—

Mr. Burr:
Why don't you ask him how many times and not you tell?

By Mr. Murtha?
(Continuing.) —that the members of the Employees' Representative group made requests.

Mr. Burr:
All right, now ask him how many times the union did. I suppose you have got an interest in this case, in having the facts come out.

Mr. Murtha:
I think it is better to have it in chronological order—

Mr. Burr:
Then ask him.

Mr. Murtha:
(Continuing.) —so that neither you nor anyone else will be confused.

Mr. Burr:
In the question you asked him, it was intimated that they asked every day, and I asked you to ask him how many times, and not lead the witness.

(The last question was read by the reporter as above recorded.)

A. We did.

By Mr. Murtha:

Q. Are you and were you a member of the union?

A. Yes.

Q. And it was organized when?

A. March, 1937.

Q. Did the union have a program—

Mr. Burr:

Note an objection to what program the union had.

By Mr. Burtha:

Q. Just answer yes or no—did the union have a program?

A. Yes.

Q. Of things they wanted?

A. Yes.

Q. What was the main thing that they wanted?

Mr. Burr:

Note an objection to the form of the question.

A. In the first meeting we had, they asked to have a contract signed in which was included the eight-hour collar-to-collar.

Q. I think you were an officer of the charter committee, is that right?

A. That is right.

Q. You were what?

A. I was president of the charter committee.

Q. And then were you elected an officer of the union?

A. I was elected vice-president after the union was established, and then I was elected president the following year.

Q. Have you held other offices?

A. I was temporary recording secretary for a few months.

Q. During this period that the union had been organized, had they continued to urge the adoption of this contract?

Mr. Burr:

Make the same objection to that question, please.

By Mr. Murtha:

Q. Or have they not?

A. Yes, they have.

Q. Did they have a committee to meet with the company officials?

A. Yes.

Q. You weren't a member of that committee?

A. I have been on the Grievance Committee.

Q. Have you met with the officials of the company?

A. Yes.

Q. Do you know when that was?

A. No, I don't remember.

Q. Sometime since 1937, is that right?

A. Yes.

Q. How many times do you recall meeting with the company when you were present?

A. Quite a number of times—I couldn't say how many.

Q. At these meetings was this contract discussed?

A. Yes.

Q. There were other committees?

A. Yes.

Q. And they met at times when you weren't there?

A. Yes.

Q. During the period you have been a member of the union, have you attended the meetings, regularly?

A. Yes.

Q. And have the men discussed the collar-to-collar question?

A. Yes, many times.

Q. What does that expression mean to you?

A. Well, it means less time from the time I get home in the morning until I get back.

Q. But those words, I mean, what does that mean to you? I don't mean results—I mean, what does that mean?

A. It means I get more time away from my work.

Q. Under the collar-to-collar plan, what hours would be considered working hours? What hours would you be paid for as working hours?

A. Eight hours.

Q. And where would the miner be during this eight hours? Where would he be when the time started and where would he be when it ended?

A. At the present time?

Q. No. Well,—

A. At the present time we are still on the surface when it starts, and we are on the surface when it ends.

Q. Is that what the miners were talking about at the union meetings?

A. That is what it was.

Q. Now, you have been mining for how many years?

A. I have been mining since 1916.

Q. Have you heard the miners discuss the contract and the matter of being paid for all hours worked, instead of just for the hours at the face?

Mr. Burr:

Note a special objection to that question.

A. Many times I have heard it discussed.

By Mr. Murtha:

Q. During this period?

A. Yes; during the entire period.

Q. You came from North Dakota having worked from collar-to-collar. Did you tell the miners at the iron ore mines as to the conditions out there?

Mr. Burr:

Note an objection to that question.

A. I would mention some of the things in regard to working conditions we had there, and I was told to shut up and not let anybody hear me, because I would get fired.

By Mr. Murtha:

Q. What has been the result of the refusal of the company to pay the men for all of the hours surface-to-surface or collar-to-collar?

Mr. Burr:

Note another special objection.

A. They have organized with the intention of getting paid for all the time that they work.

By Mr. Murtha:

Q. What was your own reaction to the refusal of the company in '35 during that period?

Mr. Burr:

Make another special objection to the same kind of testimony.

By Mr. Murtha:

Q. And also the request of the union from its formation in '37 up to May 1, 1941?

A. I did not like the refusal.

Q. All of the men now, since May 1, 1941, do not quit work at the same time?

A. No.

Q. Those that go down first come out first?

A. Yes, sir.

Q. And so on. But there has been no change in your blasting time?

A. No.

Q. I hand you Defendants-Intervener's Exhibit No. 1, and ask you if you know what that is?

A. This is a recording of all the minutes of our local union.

Q. Were any of those meeting minutes there prepared by you?

A. Yes, sir.

Q. Or under your supervision?

A. Yes, sir.

Q. State which ones they are.

A. This is the first one (indicating).

Q. Is it marked Exhibit D?

A. Yes.

Q. And what is Exhibit D?

Mr. Burr:

We want to note our same objections to all this line of questions, as we did to the other witness.

A. It is the proceedings of what went on at our union meetings.

Q. And on what date?

A. July 10, 1937.

Q. It is written on a page of Exhibit 1, the whole book?

A. The book is Exhibit 1.

Q. Yes.

A. Yes.

Q. And did you act as secretary for the meeting on that date?

A. Yes.

Q. And is Exhibit D the minutes of what took place at that meeting?

A. Yes.

Q. As recorded by you?

A. Yes.

Q. Were there any other meetings—I show you Defendants-Intervener's Exhibit E, being a part of Exhibit 1, and ask you what that is (exhibiting document to witness)?

A. This is what occurred at our meeting on August 29, 1937.

Q. Of which you were the acting secretary?

A. Yes.

Q. The minutes were made by you?

A. Yes.

Q. It reflects what transpired at the meeting on that day?

A. That is right.

Q. Now, you are talking about the meeting of Local what?

A. 1664.

Q. Of Local 1664, of what?

A. Of the Amalgamated Association of Iron, Tin & Steel Workers.

Q. Of North America?

A. Yes.

Q. I show you Defendants-Intervener's Exhibit No. F, also a part of Exhibit 1, and ask you what that is (exhibiting document to witness)?

A. That is the proceedings of the meeting of September 12, 1937.

Q. This same local union?

A. The same union, yes, sir.

Q. At which you acted as secretary?

A. I did, yes.

Q. And took the minutes of the meeting?

A. Yes, sir.

Q. And recorded them and they reflect correctly what transpired at the meeting, is that true?

A. That is right, yes, sir.

Q. I show you Defendants-Intervener's Exhibit G, which is part of Exhibit 1, and ask you what that is (exhibiting document to witness)?

A. That is the proceedings of the minutes of the meeting of November 14, 1937.

Q. Did you act as secretary during that meeting of November 14, 1937?

A. Yes.

Q. Did you record the minutes, and do they actually and accurately reflect what transpired during that meeting?

A. Yes.

Q. That is also minutes of the same local meeting that you have been referring to?

A. Yes.

Q. You were present at the first meeting of the union, is that correct?

A. I was present, yes.

Q. What was the date of the first meeting?

A. May 23, 1937.

Q. When did they first propose to urge a contract by the Oliver Mining Company?

A. At that first meeting.

Q. Did they outline the clauses that they wanted incorporated in the contract?

A. Yes.

Q. Who acted as secretary of the first meeting?

A. Rudolph Krall.

Q. At that time were you the charter president?

A. Yes.

Q. And was there another meeting on May 30, 1937?

A. Yes.

Q. At which meeting did they decide to negotiate the contract?

A. I think the second meeting.

Q. I show you the Defendants-Intervener's Exhibit A, being a page in Defendants-Intervener's Exhibit No. 1, and ask you what that is (exhibiting document to witness)?

A. That is the proceedings of the minutes of our first meeting.

Q. At what date?

A. May 23, 1937.

Q. And I show you Defendants-Intervener's Exhibit B of the same book (exhibiting document to witness), and what is that?

A. May 30, 1937.

Q. That is the minutes of the meeting of May 30, 1937?

A. That is right.

Q. I show you Defendants-Intervener's Exhibit No. C, and ask you what that is (exhibiting document to witness)?

A. That is the minutes of the meeting of June 13, 1937.

Q. And the minutes as represented by these Exhibits A, B and C, were recorded by whom?

A. The minutes of these first three meetings were recorded by Rudy Krall.

Q. Now, will you refresh your memory by looking at the minutes of June 13, 1937, as to whether or not there was discussed at that meeting a recognition of the CIO as the sole collective bargaining agent?

A. Yes, I do remember.

Q. And was it at that time that they decided to negotiate a contract containing the eight-hour collar-to-collar clause?

A. Yes.

Q. I wish you would look at the exhibit.

A. Yes, I think I was remember it was that meeting.

Q. I wish you would also look at Defendants-Intervener's Exhibit D and refresh your memory. That was the

first meeting at which you acted as recording secretary, is that right?

A. Yes, it was.

Q. And at the meeting of July 10, 1937, which is reflected by Exhibit D, did you read the minutes of the preceding meeting?

A. I did.

Q. Have you examined Exhibit D, as to whether or not those were the minutes that were read on July 10, 1937?

A. Those were the minutes that I read on July 10, 1937.

Q. And those minutes were approved as read?

A. They were.

Q. As a matter of fact, were you the one that read them?

A. I did.

Q. And you noted the approval in Exhibit D, is that correct?

A. That is right.

Q. Do you know whether or not a contract was drawn up then following those meetings?

A. I know there was a contract drawn up.

Q. Is it the same contract you are now urging?

A. Yes.

Q. And it contains a demand for collar-to-collar payment?

A. It does.

Q. I have just a couple more questions. You were subpoenaed to come here?

A. Yes.

Q. And do you waive the examination of your deposition after it is transscribed? Do you waive the examination of it, and also having it read to you, or reading it?

A. I will

Q. You will?
A. Yes.

Mr. Murtha:
You may cross examine.

Cross Examination.

By Mr. Burr:
Q. Mr. Burck, I believe your while mining experience has been as a coal miner in North Dakota, was it?
A. Yes, sir.
Q. And as a miner for the Oliver Company here in Sibley and Pioneer mines?
A. Yes, sir.
Q. Of course, you don't know anything about the conditions in Alabama?
A. No, sir.
Q. You have never been there and don't know anything about it at all?
A. No, sir.
Q. You have never had any connection with the Alabama situation?
A. I have not, no.
Q. You have no connection with them, and so far as you know they have no connection with you all up here?
A. Not that I know of.
Q. You are just as separate and apart as the two poles, as far as you know, isn't that right?
A. As far as I know, that is right.
Q. Now, just a few questions about the North Dakota experience. You say those were underground coal mines?
A. Yes, sir.
Q. What years were you there?
A. I started working underground in North Dakota in 1916.

Q. 1916?

A. Yes.

Q. And you worked until when?

A. About 1922.

Q. 1922. Did you belong to the United Mine Workers of America?

A. Yes, sir.

Q. Are they organized in the North Dakota fields?

A. Yes, sir.

Q. Were they at that time?

A. Yes, sir.

Q. Did they negotiate contracts with the companies out there?

A. Yes, sir.

Q. What was the name of the company you worked with?

A. Washburn Lignite Coal Company.

Q. How many men did they employ—about how many?

A. Three or four hundred.

Q. Three or four hundred. Did you ever see the contract with the United Mine Workers of America?

A. I made no examination of it, but I seen it on display at our meetings.

Q. Well, now, I will ask you if it isn't a fact that every contract the United Mine Workers of America have made since 1898 has contained a provision defining the working time as working at the face and excluding traveling time?

A. I don't know.

Q. You don't know whether that is true or not?

A. I do not.

Q. You do not know if that is true of the contract they had out there?

A. I—

Q. Now, be careful. I am asking you about the contract.

A. I want to be truthful, and I will say I don't know.

Q. I know you want to be. You don't know. All right, sir. That is enough for the coal mines. Now, then, you went into the Sibley Mine in what year?

A. 1924.

Q. 1924, and you worked there—

A. Until 1928.

Q. In '28, when you went into the Pioneer mine?

A. Yes, sir.

Q. Now, without going into any details, the conditions in reference to mining were practically the same in the same mines, were they not, except there were some improvements made later on in the Pioneer mine?

A. Yes.

Q. By setting up complaints and grievances, you improved the question of carrying tools and things of that sort that you have told us about?

A. There was no complaints presented to the company until the representative plan came into effect

Q. That was in about '33 or '34—probably about '34 or '35?

A. Yes, about '35. It might have been '34.

Q. And then you presented some claims, and they presented them until the union was formed, and since then the Grievance Committee of the union has presented them?

A. Yes.

Q. Now, then, there never has been a time since you started working with Sibley, until May 1, '41—I want to get that date fixed in your mind, because every question I am asking you now is how things were prior to May 1, 1941.

A. That is right, prior to May 1st.

Q. Now, from the time you started working in '24, until May 1, 1941, what you called the Collar-to-collar plan never was in force or operation, was it?

A. No.

Q. You didn't have it all during that whole period of time?

A. No.

Q. Your time was computed and you received your pay and the company men, or day men, whatever you call them, received their pay on the basis of eight hours, not including traveling time?

A. Yes.

Q. That is right, isn't it?

A. That is right.

Q. And that was, so far as your experience is concerned, the universal custom during that period of time?

A. Yes.

Q. And that same custom continued in the Pioneer Mine until May 1st, when they instituted the new plan of not paying for traveling time?

A. Yes.

Q. Now, both the Sibley Mine and the Pioneer Mine, in general, have the same kind of transportation: You have an elevator?

A. Yes.

Q. On a vertical shaft?

A. Yes.

Q. With your work level No. 1 being nearest the surface, and then going on down?

A. Yes.

Q. And the biggest the number, the further you are away from the surface?

A. That is right.

Q. And then in the same way when you extended the workings on the level, the first thing you did was to make what you call a permanent drift?

A. That is right.

Q. And then from that drift, up above that drift is where your working face is?

A. That is right.

Q. And you worked that, and I guess put on chutes down to the permanent drift?

A. That is right.

Q. Now, then, in order to get to your working place, you could go in at one level and walk down to your working place, or if you went in another level you could walk up?

A. You could take a ladder up or down.

Q. Up or down, whichever way it happened to go. Have you had the system out there, prior to May 1, 1941, when you get your pay check—when did you get it, twice a month or once a week, or how?

A. When I started work?

Q. Just the last three or four years?

A. Twice a month.

Q. Twice a month?

A. Yes, sir.

Q. All right, sir. Now, when you got that pay check, was it computed on the eight-hour time that you spent in your working place and not on your traveling time?

A. Yes.

Q. And you signed a receipt?

A. Yes, sir.

Q. That receipt stated it was in full payment of your wages for that period of time?

A. I think it was.

Q. And you signed those receipts right along?

A. Yes.

Q. All the way through, and you still sign them, of course?

A. Yes.

Q. Still twice a month?

A. Yes, twice a month.

Q. Now, when was the first time, Mr. Bürck, that any representative of the Wage and Hour Division came to see you about this matter?

Mr. Murtha:

Objected to as incompetent, irrelevant, and immaterial.

By Mr. Burr:

Q. All right, sir, now just go ahead. I will put it this way, has it been since May 1, 1941?

A. Yes.

Q. Now, up to that time, they had never been to see you at all before that time?

A. None of the Wage and Hour men.

Q. That is what I am talking about. Now, when did they did come to see you after May 1st, do you remember the names of the two gentlemen that came to see you?

Mr. Murtha:

I object to that as incompetent, irrelevant, and immaterial.

A. I remember the name of one man, but I don't remember—

By Mr. Burr:

Q. Was Mr. Miller one of them?

A. Yes.

Q. Was Mr. Harrigan another one?

A. Yes, sir.

Q. Were they the only two that came to see you?

A. There was one other man.

Q. Do you remember his name?

A. No, I don't.

Q. But you do remember those two?

A. Yes.

Q. And you told them just what you have testified here, in substance, because that is all you are trying to do, is tell the truth about it, I know.

A. Yes, sir.

Q. And you told them that you never had been paid out there at all for transportation time until May 1, 1941?

A. I think I did.

Mr. Burr:

I think that is all right now.

Mr. Murtha:

We will adjourn until whatever hour suits you in the morning.

Mr. Burr:

What time do you suggest? Is eight o'clock satisfactory?

Mr. Murtha:

That is satisfactory, and we will adjourn until eight o'clock.

(Whereupon, at 6:00 o'clock P. M., an adjournment was taken until 8:00 o'clock A. M., Tuesday, July 1, 1941.)

406 Pence Building,
Minneapolis, Minnesota, Tuesday, July 1, 1941.

Reconvened at eight o'clock a. m., pursuant to adjournment.

Present: Donald M. Burtha, S. M. Bronaugh.

Mr. Murtha:

The deposition having been adjourned on June 30, 1941, the examination of George M. Burck is continued at eight o'clock on July 1st, 1941, at the same place.

These present are Donald M. Murtha on behalf of the defendants-intervener; and S. M. Bronaugh on behalf of Sloss-Sheffield Steel and Iron Company; Tennessee Coal, Iron & Railroad Company and Republic Steel Corporation, plaintiffs.

Mr. Bronaugh:
Are you ready to proceed?

Mr. Murtha:
We are ready.

4056 GEORGE MICHEAL BURCK resumed the stand, having been previously duly sworn, and testified further as follows:

Cross Examination (Continued).

By Mr. Bronaugh:

Q. Mr. Bruck, do you have any knowledge of the amount of iron ore produced at the Pioneer and the Sibley Mines—tons, I am referring to?

A. No, not in any round figures. I know there is a very large stock pile.

Q. Now, the Sibley Mine and the Pioneer Mine are operated by the same company, are they not?

A. Yes, sir.

Q. And are they right together—I mean close together and operated more or less as one mine?

A. They are about a mile or a mile and a half apart.

Q. And operated by the same company?

A. Yes, sir.

Q. Are the other underground mines close by those mines?

A. Yes.

Q. What distance away are they?

A. The Chandler Mine is right next to the Pioneer Mine and at one time you could enter through raises from one mine to the other. The Zenith Mine is on the other side, and at one time you could enter that mine through raises. I don't know if you can now or not.

Q. Well, then, are they right there together?

A. Yes, sir.

Q. Probably within a mile of each other?

A. Yes, sir.

Q. Now, the other underground mines in that general locality—

A. Those are the only ones.

Q. Are you acquainted with the general situation with respect to open pit and underground mining, with respect to which produces the most ore?

A. I am not so much acquainted with the open pit.

Q. Do you know whether or not the production in the open pit mines is by far larger and greater than in the underground mines in the Minnesota fields?

A. It might be.

Mr. Murtha:

I object to examining the witness about a matter which he has stated that he doesn't know, isn't familiar with.

By Mr. Bronaugh:

Q. Go ahead and answer, please.

A. Will you ask me the question again?

Q. Do you have any knowledge of that fact as to which produces the most ore, the open pits or the underground mines?

Mr. Murtha:

Answer yes or no.

A. No.

By Mr. Bronaugh:

Q. Is it true that since May 1st, the company for which you work has been paying the men—I mean May 1st, '41,—on the collar-to-collar basis?

A. Yes.

Mr. Bronaugh:

That is all.

Re-Direct Examination.

By Mr. Murtha:

Q. Did the miners at the Chandler Mine and the Zenith Mine,—did they sometimes come to your meetings, your union meetings?

A. Yes.

Q. Did they have the same complaints as your men did?

A. Yes.

Mr. Bronaugh:

I object to that.

By Mr. Murtha:

Q. Are you acquainted with the conditions, working hours and arrangements in the Zenith and the Chandler Mines?

A. Not so much.

Q. I want to clear up the situation which existed in the North Dakota coal mines during the years you worked there, relative to whether or not you were paid collar-to-collar. Were you, or were you not?

Mr. Bronaugh:

We object to that.

A. I was paid on a tonnage basis while I worked there.

By Mr. Murtha:

Q. How were your hours determined?

A. From the time we went in until the time we came out, I think, with the lunch period taken off.

Q. Were you on an eight hour a day basis?

A. Yes.

Q. From the lunch hour?

A. Yes.

Q. And your time ran from the moment you—

A. We left the surface.

Q. And until you reached—

A. Came out.

Q. Now, during the period you have been working for the Oliver Mining Company in Minnesota, in the Sibley and Pioneer Mines, you have worked eight hours a day or more at the face of the mine?

A. We worked more.

Q. After the union contract was drawn, did you, in 1937—that was in the summer of 1937?

A. Yes.

Q. Did you meet with the company officials at that time?

A. You mean on the Grievance Committee?

Q. In connection with the contract?

A. No, I didn't.

Q. I see.

Mr. Murtha:

That is all.

Re-Cross Examination.

By Mr. Bronaugh:

Q. You say that you did not meet with the company officials?

A. Not in regard to the committee.

Q. That is what I mean. That committee you referred to is the contract that had incorporated the provisions from the collar-to-collar basis of pay, didn't it?

A. It was drawn up by your union at our union meeting for that purpose.

Q. And you never discussed it with any official of the company yourself?

A. I did not.

Q. And the only thing you know is that it was brought to the attention of the officials of the company—is what somebody else told you?

A. What was brought to our meeting.

Q. Not what you personally know?

A. No.

Q. You weren't there?

A. No, I wasn't there.

Mr. Bronaugh:

That is all.

(Witness excused.)

4061 LEANDER RUNN was thereupon called as a witness, and having been first duly sworn, testified as follows:

Direct Examination.

By Mr. Murtha;

Q. What is your name?

A. Leander Runn.

Q. R-u-n-n?

A. Yes.

Q. Where do you live?

A. Ely, Minnesota?

Q. Ely. What is your occupation?

A. Mining.

Q. Are you a miner?

A. Yes.

Q. How long have you been a miner?

A. Well, I have been mining about going on twelve years, I guess.

Q. What mines?

A. The Pioneer Mines at Ely.

Q. Iron ore?

A. Yes.

Q. What company?

A. The Oliver Iron Mine Company.

Q. Before that you worked in the mines? Or around the mines?

A. I worked for the Mesabi Iron Company. That is surface—not underground.

Q. As a what?

A. As a tool sharpener in the line of blacksmith work, and I was also a stationary fireman.

Q. During the period before you were a miner, did your duties take you down into the mines and around the mines?

A. Where, at Ely? At Ely, you mean?

Q. What?

A. At Ely, you mean?

Q. Wherever you were working. Were you in the mine part of the time and around the mines, in the mine works?

A. I was at Ely, yes.

Q. Where did you work from 1918 to 1928?

A. From 1917, I came from North Dakota at that time and I started working at the Aurora.

Q. Aurora?

A. That is the Mohawk Mining Company. I was there about two years. And then I quit then and I went out for a little trip and I came back and started to work

for the James Mining Company at Aurora and then I started to work for the Mesabi Iron Company at Bambitz and then I came up here to Ely.

Q. How far away are these places from Ely?

A. Well, Aurora is about—I would say around 35 miles.

Q. Is that on a different range?

A. Yes. Aurora is on the Mesabi Range and Ely is at the Vermilion Range.

Q. All iron mines?

A. Yes.

Q. During this period you were on mining property in and around the mines, is that correct, as you were engaged in your work?

A. Yes.

Q. You are acquainted with the condition prevailing during that period in those mines?

A. Yes.

Q. And you went to work for the Pioneer in what year, '28?

A. No,—in '26, I believe it is, in August—the month of August 1926.

Q. As a miner?

A. Well, not exactly as a miner. I went there as a cage tender.

Q. What is a cage tender?

A. Well, a cage tender is a man who works on a cage taking down stuff, whatever they need down in the mine —timber and tools.

Q. And how long did you continue in that?

A. Well, I believe it was about eight months or so.

Q. And that—

A. Then we started concreting the shaft. That is what you call the "A" shaft, taking out all the old timbers and replacing it with concrete.

Q. "A". And then what did you do?

A. Well, after the shaft was finished, why then, they put me as a miner and I have been mining ever since.

Q. Did you work day and night shifts?

A. Yes.

Q. Have there been any changes in the working day of the day shift at Pioneer since you went to work there?

A. Oh, yes.

Q. About how many changes. Can you name the periods?

A. Well, there was one big change we had. We used to go down about—well, sometimes as early as 25 minutes after seven in the morning and at the present time we go down at seven.

Q. Well, now—

A. Me, I go down at seven-nine, because I take the second cage.

Q. Well, now, the most recent change was May 1, 1941?

A. Yes.

Q. And then before that, conditions were quite steady back to—

A. Yes, it was.

Q. (Continuing.) —back to what year?

A. Well, I suppose they had continued with that old time for quite a number of years back, I believe.

Q. Do you recall that you used to go to work at eight, up until about 1935?

A. Yes.

Q. And after that you went to work at seven—that is, to use the term the day at the face used to start at eight before '35, and after '35 the time started running at the face at seven, is that correct?

Q. So there are three periods?

A. Yes.

Q. The first time from 1928 to 1935, and the next from '35 up until May 1st, 1941, is that correct?

A. That is correct.

Q. Now, discuss the miners' working day during that first period from '28 to '35.

Mr. Bronaugh:

We want to object to that on the grounds that these conditions up here are not the same and on the contrary are shown to be, by the testimony of witness, vastly different from what they are in Alabama, in the Alabama mines, and on the ground that calls for incompetent, irrelevant and immaterial testimony.

By Mr. Murtha:

Q. Go ahead.

A. I didn't quite understand what you said there.

(The last question was read by the reporter as above recorded.)

Q. During the day shift?

A. Well, I can't recall exactly what time we went down. I believe we went down about 7:30 at that time and worked until eight to five, I believe it was, but I don't remember for sure on that there.

Q. Did you have lunch above ground or underground?

A. We had lunch above ground at one time.

Q. During that period?

A. Yes.

Q. How long a lunch period?

A. It was supposed to be an hour, twelve to one.

Q. Yes.

A. But we did not have a full hour, because the first cage come up, well, I would say, probably three minutes after twelve or so and then the first cage again went down around 25 minutes after or half past.

Q. And then the other cages continued a few moments afterwards?

A. Yes.

Q. About how long was required for a round trip of the cage?

A. Well, you mean in the morning or noon?

Q. Any time, for a cage to go down and up again?

A. Loaded with men?

Q. Yes.

A. Well, of course, it all depends on where they drop, too, you know. Now, say if they go down to the 13th level, it would take around eight minutes or so—eight or nine minutes, somewheres along there.

Q. Would you say eight or nine was the average round trip time?

A. Just about.

Q. Under those conditions. How many cage trips during this first period?

A. We generally have three cages.

Q. Double-deck?

A. Yes, sir.

Q. How many men to a deck?

A. There were supposed to be 28 to 30 men to a deck.

Q. After arriving at the station on the level on which you were taking out ore, how long would it take to walk into the face of the mine?

A. Well, to the face I am working at the present time now?

Q. No, during the first period.

A. Well, I would say around ten minutes.

Q. Would that include climbing from the level up a ladder—

A. Up to the face.

Q. Up to the face?

A Yes.

Q. How far would you climb?

A. Well, there was times we had, I would say, probably 50 or maybe 75 feet to climb.

Q. During this first period, where were you at the end of the time for which you were paid? I believe that was five o'clock. Where would a miner be at that time? Would he still be at the face of the mine?

A. Well, coming back—if the first cage went up at five o'clock, see, why the first bunch of miners would be at the shaft at that time.

Q. Yes.

A. And then they kept on coming in there.

Q. When was the last miner out at the end of the day?

A. Well, I couldn't tell you, because I was hardly ever on the last cage anyway. I was always on the second cage.

Q. When did the second cage get out?

A. The second cage generally goes about ten or twelve minutes after.

Q. It would be about—

A. You see, it takes about nine minutes for the first cage.

Q. And half that time to get up—it would be about eighteen minutes after five?

A. Somewheres around there.

Q. The third cage would reach the surface nine minutes after that. Would you get to the working face before seven o'clock during this first period?

A. Yes.

Q. You would stay at the face of the mine when you were on the second cage during this period, how long?

A. Well, it all depends—sometimes we have to take tools. Some tools were marked to be carried into our face or place, whatever you want to call it. Even at that we went in before time, because the first cage always went so early that the second cage got there before seven o'clock in the morning.

Q. As a matter of fact, the third one got there before seven o'clock?

A. Yes, even the third one got there before seven.

Q. Well, at the end of the day, when you were on the second cage, where would you be at five o'clock?

A. On the way into the back shaft—going back to the station.

Q. That is, would you work up until five o'clock?

A. Pretty near always.

Q. At the face?

A. Yes.

Q. Now, before you went down in the morning before this period, were there any other duties that you performed after you arrived at the mine?

A. Well, there was a time there where we had to get our tools sometimes from the warehouse.

Q. And how far away was the warehouse?

A. It is a good quarter of a mile.

Q. And what other things did you have to do?

A. We had to go up to our foreman or captain and get an order for tools, whatever tools we wanted, if we needed drills, hoses, or whatever we wanted. Then we would go over to the warehouse and get our tools and bring them back to the shaft.

Q. What were some of those tools?

A. Well, drills, sometimes, or air hoses.

Q. Are they little light drills, or heavy drills?

A. Well, no, they are not so light. Some of them are probably six or eight feet long.

Q. Steel rods?

A. Steel rods, yes. Sometimes we had to get a machine.

Q. How heavy is that?

A. Well, I couldn't tell you for sure. I guess they are probably around 50 pounds, maybe a hundred.

Q. Then would you carry them down into the mine with you?

A. They were taken down separately on the cage after the men were all down, and then they sent the tools down. Then we carried our tools into the face, when the tools came down.

Q. And carried them up this ladder to the face?

A. Yes.

Q. What other duties did you perform before you went down? Just tell what you did after you arrived at the mine proper.

A. We had to get our carbide for our lamps, and get our check numbers.

Q. Change your clothes?

A. Change our clothes, yes.

Q. You changed into your mining clothes?

A. Changed at the dry.

Q. Powder?

A. No, we needed powder, we always ordered the powder from the foreman.

Q. How long has that been true?

A. That we ordered powder?

Q. Yes.

A. We always have been doing that since I came there.

Q. They kept the powder underground in all of these mines?

A. Whatever we ordered they kept underground. That was delivered to us.

Q. Now, after 1935, what time did you go down into the mine?

A. After '35,—that is the time we got the seven o'clock shift. The last one was supposed to go at twenty-five minutes to seven, but the cage pretty near always left at half past, or sometimes twenty-five after.

Q. Which cage were you on at that time?

A. On the second.

Q. Was there any difference during this period in the round trip time of the cage loaded with men?

A. What do you mean?

Q. Round trip time. Was it any shorter, or longer, or the same?

A. No, the same time.

Q. What level did you go down to?

A. Thirteenth.

Q. You have always worked on either the—

A. In that neighborhood, yes.

Q. (Continuing.) —twelfth or thirteenth?

A. Yes.

Q. How long would it take you to walk from the station to the face?

A. At the place where we are at now, or at that time?

Q. During the second period?

A. Let's see, now—

Q. Was there any difference?

A. No, I don't think so. It is about the same distance there, too.

Q. Ten minutes?

A. Yes, where we went at that time, too.

Q. Then you would arrive at the face before seven o'clock?

A. Yes.

Q. Did you eat lunch underground?

A. Yes.

Q. A half hour?

A. Half an hour.

Q. At the face of the mine?

A. Or nearby, yes.

Q. What time did your pay start running?

A. Pay?

Q. Yes, what time of day?

A. Seven or three-thirty.

Q. Where were you at that time?

A. At 3:30 we were on our way going back up.

Q. You were on an eight-hour day?

A. Yes.

Q. So eight and a half hours, that includes the lunch period? Eight and one-half hours after seven o'clock would find you where?

A. Eight and a half hours we were supposed to be at the face—that is, including your lunch hour.

Q. I see. Now, you were on the second cage going up?

A. Yes.

Q. And what time would you reach the surface?

A. Well, around 3:40, or so. Somewheres around there.

Q. Would it take you about the same length of time during this period to walk from the face of the mine to the station?

A. Yes, it would, about.

Q. I suppose it was a little quicker coming down the ladder, possibly, is that correct?

A. Well, it is a little easier going down than climbing up—maybe a few seconds.

Q. No appreciable difference?

A. No.

Q. You would arrive at the surface at what time, then? Let's see, you were at the face at 3:30, and how long would it take to reach the surface?

A. Around 3:38—somewheres around there.

Q. What time would you arrive at the mining property during this period from '35 to May 1, 1941?

A. Well, about—not later than ten after six in the morning, 6:10 or 6:15.

Q. 6:10 or 6:15?

A. It takes you about fifteen minutes to change your clothes.

Q. Pick up your carbide?

A. Pick up your carbide and check number.

Q. Occasionally get tools?

A. And by that time you are just about ready to go.

Q. And then at the end of the day after you reached the surface, what would you do during this period, up to May 1, 1941?

A. The first thing we had to hang up our check number.

Q. Yes.

A. And walk into the dry and change our clothes and wash up.

Q. And hang up your lamps?

A. Our lamps were on our hats.

Q. Did you ever bring up any tools at the end of the day with you?

A. We brought tools from our face to the back shaft, —not to the surface, just to the station.

Q. Now, since May 1, 1941, what time do you report at the mine?

A. You mean the time we come to the dry?

Q. Yes. What time do you have to be at work?

A. Well, we generally come into the dry about—I would say about a quarter to seven. Of course, the second cage goes down at 7:09.

Q. You are on the second cage?

A. I am on the second cage.

Q. Do they have a buzzer system?

A. No, the whistle blows at seven o'clock.

Q. You don't have a buzzer for the cage?

A. Oh, yes, they have in the dry.

Q. You still change clothes now?

A. Yes.

Q. And how about your carbide?

A. We have no carbide now.

Q. Do you have an electric lamp?

A. Yes.

Q. Where is the electric lamp kept?

A. Our lamps are placed right on our lockers.

Q. By somebody else?

A. And when we change our clothes, get ready to go, we take our lamps and go.

Q. Before May 1, 1941, where did they keep these electric lamps?

A. We got our electric lamps in—I believe it was the 28th day of April we got the first lamps.

Q. Yes.

A. And before that, we had carbide.

Q. I see. How about the checks? Where are those kept now?

A. We have a little small box right at the back shaft on the surface.

Q. No—your checks, where is the check rack?

A. Yes, the check number. You mean, where we pick it up?

Q. Yes, where do you pick it up?

A. Well, they have a big board where the check numbers hang on.

Q. Where is that?

A. That is at the back shaft.

Q. At the shaft collar?

A. It is at the shaft now, yes.

Q. What do you mean by the "back shaft"?

A. Well, that is what we always call it, at the shaft

Q. Where the men go down?

A. Where the men go down, yes. And when we come up, why, they have a little box there where we just throw our check number in and then they have the policeman to pick it up and put it on the board again so it will be there the next morning.

Q. I see. You don't have to hang your own check up any more?

A. No.

Q. How about tools?

A. The tools we need now, we give the foreman our order for tools, and that order goes to the warehouse and the tools are shipped down to the mine.

Q. As a matter of fact, that has been true since 1935 or '36?

A. Well, in '35 and '36, and even in '37, off and on, you know, we had to get our own tools.

Q. You did?

A. Yes. That was brought up on grievance.

Q. When was it that that practice finally came to an end?

A. I believe it was in the first part of '37. I don't remember for sure, but it was somewhere around there.

Q. But for the last few years they have been bringing your tools to the level?

A. Yes.

Q. Now, since May 1, 1941, is there any change in the practice in bringing the tools? Do they bring them closer to the face?

A. Well, pretty near all tools are brought right into our place. Sometimes if there is a tool that we need, you know, right away, why, we take it ourselves.

Q. From the—

A. From the station where we come down at.

Q. How long has it been since there has been any change in the practice, relative to bringing the tools to you?

A. Well, that is just now recently. It is since we got this eight-hour collar-to-collar. Before that we practically carried most of our tools in.

Q. You did what?

A. Before that we carried pretty near all of our tools in.

Q. At least, from the station?

A. From the station, yes.

Q. But now, since May 1, 1941, they bring the tools almost to the face?

A. Almost to the face, yes.

Q. That gives you more time for mining?

A. Yes, it does.

Q. How does your production compare now with before May 1, 1941?

A. I don't believe it is any different.

Q. You have lunch underground at the present time?

A. Yes.

Q. What hour?

A. The day shift is 11:00 to 11:30.

Q. Where are you at the end of eight and one-half hours from the time you leave the surface?

A. Eight and a half hours at the present, you mean?

Q. Yes.

A. We are out on the surface again.

Q. I see. What time is that? What time is it that you are at the surface again?

A. I am at the surface at 3:39. Of course, I go down at 7:09.

Q. Now, during all of the years that you have worked in the mines as a miner, would you receive your instructions from your foreman as to where to work, and discuss with him any unusual situation, such as the failure of some of the shots to explode? Did you discuss those things with your foreman?

A. Sometimes we did. If the place was unsafe, why the foreman would tell us. In case we had any missed holes, why, the foreman told us.

Q. Now, where would you be when he told you these things before May 1, 1941—on the surface before you went down?

A. A lot of times—oh, probably most of the time, we were told at the surface.

Q. Now, has that situation changed?

A. Yes.

Q. Where do you have these discussions with the foreman?

A. At the present time the foreman will tell us at the back shaft down at the station.

Q. After time has started?

A. Yes, after time starts.

Q. Prior to May 1, 1941, these directions would be given to you before time started running for the day, is that right?

A. Yes.

Q. Before you went down. Did you ever work the night shift?

A. Yes.

Q. During that first period from 1928 to 1935, about what time did the night shift leave the surface?

A. Well, I believe we left about the same as the day shift. I believe it was around 7:30, but I don't remember for sure so long ago back.

Q. Time was supposed to start running from 8:00 o'clock, is that right?

A. Yes.

Q. At night?

A. Yes, sir.

Q. And that was also an eight-hour day?

A. At the face of your place, yes.

Q. Well, didn't the night shift work nine hours?

A. The night shift at one time worked nine hours, yes.

Q. Then they got some time off on Saturday?

A. Yes.

Q. About 1935 did they change the system and bring the night shift on shortly after the day shift left?

A. Yes, they did.

Q. What time after 1935 did the night shift go down?

A. About 4:30 or so. Of course, they started at 5:00, I believe it was.

Q. In other words, they went right in as the day shift was coming out?

A. Well, there was an hour between the two shifts.

Q. But after '35 the day shift was given credit from 7:00 o'clock on?

A. From 7:00 o'clock until 3:30.

Q. And the night shift, their time—

A. They went on at 4:30 and they were supposed to be at the face 5:00.

Q. I see. Did you ever work three shifts?

A. Yes, we did.

Q. Have you blasted during this period of years you have worked at the Pioneer, during the day?

A. Oh, yes.

Q. Have you blasted and gone back into work on the same day, the same shift?

A. I didn't hear what you said.

Q. How long after you blast is it, before you can return to work?

A. Well, it all depends—sometimes it will probably take you ten minutes, and sometimes it will take half an hour. It all depends on the ventilation.

Q. There is no reason that the night shift couldn't go to work immediately following the day shift?

A. There is no reason why they couldn't.

Q. Now, during this period that you have been connected with mining operations, in the iron ore fields in Minnesota, iron ore ranges, have there been any movements among the miners to improve their working conditions?

Mr. Bronaugh:

We object to that.

A. Yes.

By Mr. Murtha:

Q. And have there been some conditions that have caused dissatisfaction among the miners?

Mr. Bronaugh:
We object to that:

A. Say that over again, please.

By Mr. Murtha:
Q. Have there been some conditions which caused dissatisfaction among the miners?
A. Yes.
Q. And what are some of those conditions?

Mr. Bronaugh:
We object to that.

A. Well, air conditioning.

By Mr. Murtha:
Q. They wanted air conditioning?
A. Wanted air condition. And another thing, some of the foremen kind of spoke roughly to the men. Of course, there were a lot of other things that the miners wanted, too. They wanted the minimum wage, and they wanted the eight-hour collar-to-collar, and they wanted eight-foot timber instead of ten-foot.
Q. What do you mean by eight-hour collar-to-collar? What do the miners mean by that?
A. They mean the time you step on your cage going down to the mine and also the time you get off on the surface coming up.
Q. You should be paid?
A. You should be paid on that time.
Q. Did the miners consider that period as hours worked?
A. Eight hours work.
Q. Did the miners consider that as hours worked?

Mr. Bronaugh:
We object to that.

A. They do, yes.

By Mr. Murtha:
Q. Have you ever acted on any committee, or belonged to any organization?
A. Yes.
Q. What committee, or what organization?
A. The Grievance Committee.
Q. When was that?
A. The Grievance Committee of the SWOC.
Q. You are a member of the union?
A. Yes.
Q. What Local?
A. 1664.
Q. And with whom are they affiliated?
A. The SWOC.
Q. The Steel Workers Organizing Committee?
A. Yes.
Q. Originally, that was called—
A. The Iron, Tin—
Q. It was originally the Amalgamated Association of Iron, Steel and Tin Workers of North America?
A. Yes.
Q. Were you ever an officer of that Local?
A. Yes.
Q. What was the address of the Local?
A. Ely.
Q. What office did you hold?
A. I am the Chairman of the Grievance Committee.
Q. And when was the union organized?
A. In 1936—the month of March.
Q. It might have been '37?
A. '36,—we started organizing in '36, I believe.

Q. Oh, you started organizing?

A. Yes, that is the time I joined the union.

Q. And in '37 you finally formed the organization?

A. Yes.

Q. You were made Chairman of the Grievance Committee?

A. Yes.

Q. And are you still Chairman of the Grievance Committee?

A. It was in '37—April 24, 1937, that is the date.

(Witness produces card.)

Q. Now, then, you have refreshed your memory. Can you recall when the union was organized?

A. In the spring of 1937.

Q. And you have been Chairman of the Grievance Committee since then?

A. I have, yes.

Q. What is the function of this particular grievance committee?

Mr. Bronaugh:

Objected to as irrelevant and immaterial.

A. If there was something that the miners wanted to change, why, we take their grievance down to the company and see if we can settle it with them.

Q. Who else was a member of the Commitee?

A. At that time there was Albin Jerich and Oscar Anderson.

Q. Now, where would the complaints come from?

Mr. Bronaugh:

We object to that.

A. From the miners,—from the union members.

Q. At these meetings?

A. Yes.

Q. Would they discuss their grievances?

A. Yes.

Q. And then would the committee meet with the mining officials of the Oliver Mining Company?

A. Yes, they would.

Q. Now, this union was organized to represent—to include miners, not only at Sibley and Pioneer, but others as well, is that true?

A. Yes.

Q. As a matter of fact, all iron underground mines, is that correct, on the ranges in Minnesota?

A. Yes.

Q. Now, would you also receive complaints at other times from the miners?

A. We have been receiving complaints right along from the miners at Ely.

Q. And would you take them up with the officials of the Oliver Mining Company?

A. Yes.

Q. You and the other members of the committee would go there and discuss these problems?

A. Yes.

Q. Now, can you tell us what these grievances were that you discussed with the mining officials?

A. Well, for instance, men who had been working there for a long time and they would not give them a contract,—put in some of the younger boys instead, you know, and let the old timers be pushed aside.

Mr. Bronaugh:

We object to this.

By Mr. Murtha:

Q. They wanted seniority rights?

A. Yes, and safety conditions, and many other things.

Q. Now, did they have any complaints about the hours worked?

A. Yes.

Mr. Bronaugh:

We object to that.

A. Yes.

By Mr. Murtha:

Q. What were they?

Mr. Bronaugh:

Object to that.

A. They figured they worked too long. They wanted to work eight hours collar-to-collar.

By Mr. Murtha:

Did the men object and complain that they worked hours that were not counted in the eight hours?

Mr. Bronaugh:

We object to that.

A. Yes.

By Mr. Murtha:

Q. And what hours were these that they were not given credit for?

A. Just from the time going down into the mine.

Q. And coming out?

A. And coming out, also.

Q. Did you yourself discuss these problems with the officials of the Oliver Mining Company?

A. I did, yes.

Q. How often did you have these meetings with the officials?

A. We met almost regularly the third Saturday of every month.

Q. Would you report back to the miners the results of these meetings?

A. Well, sometimes I would report and sometimes—

Q. The Committee reported back?

A. Yes.

Q. And when the minutes state that the Grievance Committee reported, that mean you reported the results of taking up the complaints with the mining officials?

A. Yes.

Q. And among these complaints was the collar-to collar complaint?

A. Yes.

Q. Did the mining company agree to make any changes, relative to the eight-hour collar-to-collar demand?

A. No.

Q. Was there any demand for a contract?

Mr. Bronaugh:

We object to that.

A. What did you say?

By Mr. Murtha:

Q. Was there any demand for a contract?

A. Yes.

Q. By the union?

A. By the union, yes.

Q. And they discussed that in the meeting?

A. Yes.

Q. And did they ever propose a contract—did they ever outline a contract?

A. The company?

Q. No, the union?

A. The union, yes.

Q. At any meeting, did they ever take any action in connection with the contract?

Mr. Bronaugh:

We object to that.

A. Yes.

By Mr. Murtha:

Q. The union?

A. Yes.

Q. What action did they take?

Mr. Bronaugh:

We object to that.

By Mr. Murtha:

Q. Tell me from the very beginning.

A. You mean, discuss the contract?

Q. Yes.

A. Well, the first thing of all was they wanted an eight-hour collar-to-collar and these minimum wage rates and those ten-foot timbers, and also seniority rights. I have the contract here (indicating).

Q. You might refresh your memory. (Witness reads contract.)

A. Recognizing our Grievance Committee, and we also wanted a vacation for the men who had worked for the company three years or more, instead of having it five years.

Q. Who did they want the company to recognize as the bargaining agent?

Mr. Bronaugh:

Objected to as immaterial.

A. What was that?

By Mr. Murtha:

Q. As the bargaining agent. Who did they want the company to recognize as the bargaining agent for the miners?

A. I don't understand you.

Q. Did they want the CIO to be the bargaining agent?

A. Yes, the CIO for the union.

Q. Now, after they discussed what they wanted in the contract, was there any action taken by the union?

Mr. Bronaugh:

That is objected to as immaterial and incompetent.

A. On this contract we brought down, they strictly refused us.

By Mr. Murtha:

Q. No, the union—after they talked about the contract, then did they take any action about drawing up a contract?

A. Yes.

Mr. Bronaugh:

That is objected to as immaterial.

A. Yes, we did.

By Mr. Murtha:

Q. And who was authorized to draw up a contract?

Mr. Bronaugh:

The same objection.

A. Well, I believe it was quite a few of these union members who were up at the meeting, and also Martin Maki, the CIO organizer.

Q. Did you draw up a contract?
A. Yes.
Q. Did you help to draw it up?
Q. And was it this committee that you were chairman of, that was charged with preparing a contract?
A. Yes.
Q. And the contract was prepared?
A. Yes.
Q. Was that brought back to the meeting?
A. Brought back to a regular meeting.
Q. And was this in 1937?
A. In 1937 we drew up the contract, yes.
Q. Have you the contract with you?
A. Yes.
Q. Let me have it, please.

(Witness produces contract.)

Mr. Murtha:
I will ask to have this marked for identification as Defendants-Intervener's Exhibit 2.

(The contract referred to was marked for identification by the reporter as Defendants-Intervener's Exhibit 2.)

By Mr. Murtha:
Q. Now, I hand you the Defendants-Intervener's Exhibit No. 2, and ask you what it is?
A. Well, we asked the company to recognize the union.
Q. No, what is that? What is that Exhibit 2 that I just handed you?

Mr. Bronaugh:
He doesn't understand what you are driving at.

By Mr. Murtha:

Q. What do you call Exhibit 2 that you have in your hand?

A. A contract.

Q. That is the contract we have been talking about?

A. Yes.

Q. And does that contain the collar-to-collar demand?

A. Yes.

Q. Was that contract presented to the company?

A. Yes.

Q. Were you there?

A. I brought this contract to the company.

Q. Yes. And about when was that?

A. It was somewheres around April the 7th of 1938.

Q. Well, the first time that you took it up with the company—

A. It was in '37.

Q. Now, the contract as originally prepared was discussed, do you know what time, in 1937, with the company officials. Was it shortly after the union was organized?

A. I believe it was the month of June, 1937.

Q. And then about a year later you presented the contract to them again?

A. Yes.

Mr. Bronaugh:

That is objected to as leading and suggestive.

By Mr. Murtha:

Q. You have been chairman of that commitee all the time?

A. Yes.

Q. And this is the committee that is charged with presenting the contract to the mining officials?

A. Yes.

Q. And how many times have you presented the contract to the mining officials of the Oliver Mining Company?

A. Well, it was once or twice, but we asked them at least three or four times about this same contract.

Q. You gave the company a copy of the contract?

A. Yes.

Q. I notice some pencil notations on the front of Defendants-Intervener's Exhibit 2—

A. Yes.

Q. Did you make those?

A. No.

Q. Who were they made by?

A. That was made by the secretary, I believe, Anton Pechek.

Q. Did you report back to the union the result of the meeting of June, '37?

Mr. Bronaugh:
Objected to as incompetent.

By Mr. Murtha:

Q. Did you report back to the union the refusal of the Oliver Mining Company to enter into a contract?

A. Yes.

Q. And were the men pleased or displeased?

Mr. Bronaugh:
That is objected to as incompetent and immaterial.

A. Displeased.

By Mr. Murtha:

Q. Did they continue complaining and urging the things set out in the contract, including the collar-to-collar clause?

Mr. Bronaugh:
That is objected to as incompetent and immaterial.

A. Yes.

By Mr. Murtha:
Q. Was the contract later brought up for discussion?
A. Yes.
Q. Do you recall when that was?
A. To the company, you mean?
Q. No, at the meeting.

Mr. Bronaugh:
I object to that as incompetent and immaterial.

A. Yes, that was brought up and discussed several times.

By Mr. Murtha:
Q. Several times?
A. Several times at the meetings.
Q. Did they later urge you to present it to the company again?

Mr. Bronaugh:
That is objected to as incompetent and immaterial.

A. Yes, they did.

By Mr. Murtha:
Q. Reference in the minutes to union contracts, what do they refer to?

Mr. Bronaugh:
I object to that on the ground that the minutes speak for themselves, and are the best evidence, and on the ground that the question calls for incompetent and immaterial testimony.

By Mr. Murtha:

Q. Was there any other contract ever prepared by the union that Defendants-Intervener's Exhibit 2?

A. No.

Q. No other committee prepared any contract? You had the sole authority to prepare and negotiate?

A. Yes.

Q. That is, during 1937 and 1938?

A. Yes.

Q. Were you at the meeting of June 13, 1937, at which they determined the demands to be placed in the contract?

A. I am quite sure I was at that meeting.

Q. You are under subpoena to come here?

A. Yes.

Q. Do you waive the examination of the deposition after it has been transcribed—do you waive the reading of it yourself, or having it read to you?

A. I do, yes.

Q. And signing it?

A. Yes.

Mr. Murtha:

Then our stipulation with regard to the signing of the deposition applies to this witness?

Mr. Bronaugh:

To all of the witnesses.

Mr. Murtha:

You may cross examine.

Cross Examination.

By Mr. Bronaugh:

Q. Mr. Runn, this contract that you referred to is, I believe you said, the only contract that has ever been presented to the company by your union?

A. It is, yes, so far as I know.

Q. Well, you have been continuously on the Grievance Commitee and in charge of handling this matter?

A. That is the only contract that has been delivered by me to the company.

Q. To the company?

A. Yes.

Q. And if there had been another contract presented to them, it would have been through your committee?

A. Through my committee.

Q. And there has been none through your committee?

A. No.

Q. Now, you said that was first presented in the spring of 1937?

A. Somewheres along that time.

Q. And who did you discuss it with?

A. Our superintendent.

Q. What is his name?

A. Bruce Straehn.

Q. Did you discuss it with him on one occasion?

A. Straehn was there, and his assistant, Ed Jones, and Pete Himber. He was acting as a recorder, I guess. He took everything down that was said.

Q. All right. Now, you discussed this contract here, which has been marked—

Mr. Murtha:

Defendants' Intervener's Exhibit 2.

Q. (Continuing)—Exhibit 2. That is the contract you discussed?

A. Yes, that is the contract.

Q. And then you said that later on in 1938 that you discussed it again. Who did you discuss it with at that time?

A. With the same men.

Q. Where was that, at the office?

A. At the office.

Q. And was this the contract that you discussed?

A. That was the contract we discussed.

Q. Now, who was with you when you had these two discussions with Mr. Strachan?

A. At one time, Mr. Maki.

Q. Who is Mr. Maki?

A. He is a CIO organizer, was at that time.

Q. On which of the occasions was he with you?

A. What do you mean?

Q. Was he with you in 1937 when you talked about it, or was it in '38 that he was with you?

A. I believe it was in '38 when he was with us; I wouldn't say for sure.

Q. And then your local committee was with you too?

A. Yes.

Q. All right. Now, was Maki interested in getting this contract over with the collar-to-collar proposition in there, or did he indicate to the company that he didn't care about the collar-to-collar, and that all he wanted was recognition?

A. He was interested in getting the eight-hour collar-to-collar, the same as we were.

Q. I see. Now, how was your proposal received by the company?

A. You mean the answer that they give us?

Q. Yes.

A. He said they would not give us the eight-hour collar-to-collar.

Q. Did he definitely refuse to give it to you, or did he tell you there would be further discussions about it, or what did he say?

A. Well, he said they would not give it to us before the law compelled them to do so.

Q. Did he give you anything else that you asked for?

A. Well, this timber—you see, we were using ten-foot caps and ten-foot posts, and we felt it was an unsafe place

to work in with big timbers like that. So they gave us permission to use eight-foot caps, which would make our place safer.

Q. Now, have you ever gotten a contract with them?

A. No, we haven't.

Q. Have any of the miners up there in your region secured a contract with them?

A. Not on the Vermilion Range.

Q. That is the only one you know about, isn't it?

A. Well, the Mesabi Range.

Q. Through personal knowledge?

A. Well, the Mesabi Range—on that Range, they have a contract, I believe, from Butler Brothers.

Q. Is that an SWOC?

A. Yes, and also the Evergreen Mining Company at Nashwauk. I believe they have got a contract, too.

Q. Now, you are only familiar with the Pioneer Mine. That is the only one you have ever worked at?

A. That is the one I am interested in.

Q. And are you familiar with the practices and the way that the work is carried on in other mines in that section?

A. Not at the other mines,—just the mine that I am working at.

Q. Do you know anything about the pit mines—did you ever work in one of those?

A. Yes, I have.

Q. How long ago has that been?

A. That was back in 1918 or 1919.

Q. What were you doing in the pit mine?

A. I was firing a steam shovel.

Q. Well, now, where was that?

A. At Aurora.

Q. Was that in the same general territory?

A. No, that is on the Mesabi Range.

Q. How long were you there?

A. I worked for them eighteen months.

Q. All the time on the shovel?

A. Yes.

Q. What size operation was it? What was the size of the pit?

A. The pit itself was a little better than 40 acres.

Q. Forty acres?

A. The pit was a little bigger than forty acres.

Q. How did you get down to the shovel from the top surface of the ground?

A. Where the railroad tracks went down to the pit.

Q. You mean the railroad that hauled the ore out?

A. We hauled the dirt out, the strippings. The ore was underneath.

Q. And you would get on the engine or car?

A. We walked down all the way through, down to our shovel, our steam shovel.

Q. You walked down?

A. Yes.

Q. What did you do, walk from level to level, and circle around until you got down, or did you have a path?

A. We always took the shortest way, wherever the path was.

Q. How long did it take you to get down there?

Mr. Murtha:

Now, I want to interpose an objection to this line of questioning on the ground that it is improper. It is outside of the scope of the direct examination. It is improper cross examination, immaterial, incompetent and irrelevant.

By Mr. Bronaugh:

Q. All right, sir, go ahead.

A. It probably took us 15 minutes to go down into the pit.

Q. It took you as long to get to the pit, or longer, than it does to get to your working place where you are working now?

Mr. Murtha:

The same objection.

A. Of course, we had farther to walk down into the pit.

Q. Yes.

A. In length.

Q. You feel that they should have an eight-hour collar-to-collar basis in the pits?

A. You bet.

Q. They don't have it at the present time, do they?

A. No.

Q. Has the union taken any means or efforts to get collar-to-collar in the pit mines?

A. I understand so; so I hear.

Q. How many men work in the Pioneer Mine?

A. Well, I can't tell you.

Q. Well, your best judgment?

A. I believe it is around 600.

Q. Do you know how much ore they produce there a year?

A. A year?

Q. Yes.

A. No, I have no idea—I suppose in the neighborhood of a million tons, probably less.

Q. Now, these cages are vertical cages that you go down on?

They go right straight down?

A. Yes.

Q. That is what the men go in and out on?

A. Yes.

Q. It takes them nine minutes, I believe you said, to make a round trip?

A. About eight or nine minutes.

Q. And how much additional time is it from the time you get off the cage until the time you get to the face?

A. Around eight to ten minutes.

Q. So then it takes you about 15 or 20 minutes to get to the top from your working place?

A. About 15 minutes from the top to your face in the place. About that time, yes.

Q. Now, the first men that went in at the begining of the shift, were they the first men that came out at the end of the shift, ordinarily?

A. Yes.

Q. That was before May 1, 1941?

A. Yes.

Q. And has been true for a number of years back?

A. Yes.

Q. Now, this climbing up—you said you have to climb up sometimes 75 feet. Do you go up a ladder?

A. Sometimes we have to do that.

Q. And get to your face where you are working?

A. Yes.

Q. Is that ordinarily the case? Do you have to climb up or down?

A. We have to do that one way or the other. It depends on where the place is.

Q. And the distance that you have to climb varies from how many feet to how many feet?

A. Sometimes we have 20 feet to climb and sometimes 50 or 70 feet.

Q. How much have you got to climb now where you work?

A. At the present time?

Q. Yes.

A. We have got to climb 36 feet down; then we climb up 14 feet again.

Q. Now, in the mine that you are working in—I am speaking now of the period before May 1, 1941, you understand?

A. Yes.

Q. When do you shoot? Do you have a regular time for shooting, or do you shoot any time you get ready?

A. We blasted—you call it "shoot"; we call it blasting.

Q. I mean blasting.

A. We blasted any time we would get ready to blast.

Q. Now, did you blast more than one time a shift?

A. Sometimes.

Q. Sometimes?

A. Sometimes as high as 15 times.

Q. How many holes would you shoot off at a blast?

A. Sometimes we have hard ground and we might blast probably as high as 30 holes. After we blast it, we wait for the smoke to go out, and sometimes we find a lot of big chunks. Well, then we have to blast them over again before we scrape them in the chute. Sometimes we have to blast 10 or 15 times in a day to get rid of all the chunks.

Q. All right. What do you do after you blast, until the smoke clear out?

A. Well, sometimes we see so that we get our timbers and poles, and if we just have a minute or so, we sit down and wait for the smoke to go out.

Q. And, of course, if you blast as many as several times during the course of a shift, each time you blast you have to wait a little while to let the smoke get out?

A. Oh, yes, five or ten minutes at a time.

Q. Sometimes longer?

A. Well, it all depends on how your drafts are. Sometimes the smoke goes out almost right away.

Q. Now, how do they keep time in your mine—how did they prior to May 1, 1941?

A. They had a timekeeper.

Q. Down in the working place?

A. Yes, down in the mine.

Q. There is no time kept up on top?

A. No, except our check number.

Q. Well, now, your check number, what is the purpose of that, to let them know that you are in the mine?

A. The check number means that when you take your number, that that man is on the job, and when you

come up again you hang your number on there, and it shows—

Q. And if the number is not there—

A. Then they have to send two men down to look for the fellow.

Q. That is more or less of a safety measure?

A. That is what it is for, more or less. Now, that is right.

Q. Now, you said, I believe, that back some years ago there were occasions when you men went to the warehouse and picked up some sort of tools and carried them into the mine with you?

A. Yes.

Q. It is true, isn't it, that during that time the company was putting tools down into the mine? You didn't have to carry the tools, did you?

A. Years ago, that was the only way we could get the tools.

Q. In other words, you were working on a contract basis, weren't you?

A. Yes.

Q. In other words, the amount of your compensation depended on how much ore you got out?

A. That was what we were getting paid for, yes.

Q. And if you didn't get it out, you didn't make as much money?

A. Yes.

Q. So notwithstanding that the company had men employed to bring the tools down, sometimes you felt you could get to work and produce a little more if you carried your own tools in, didn't you?

A. Of course, if we had our tools there, probably we could produce a little more.

Q. I say, the reason you carried them down, was because you didn't want to wait for somebody else to bring them down?

A. In those days, that was the only way we could get the tools. If we needed them we had to go to the warehouse.

Q. In other words, instead of waiting for the regular men to bring the tools, you got them yourself?

A. We had to.

Q. Didn't they have somebody there to bring in the tools?

A. Not in those days.

Q. When did that start?

A. Around '35 or '36, and also in '37, some of the men had to go and get some of the tools they needed on that day.

Q. In the last several years, though, they have been delivering practically all the tools down there?

A. All the tools have been delivered since.

Q. Now, these directions that you spoke about that you got from your foreman, you said sometimes he gave them to you up on the surface and sometimes down in the ground?

A. Yes.

Q. That was before May 1st?

A. Yes.

Q. Now, as a matter of fact, that was sort of an unusual proposition, wasn't it? If a man was working at a certain place, and was going to change his place of work, and there wasn't anything dangerous down there, he just went into the mine and went to work, and didn't say anything about it to anybody, did he?

A. Well, if there was a dangerous place, or if there were any missed holes, the foreman came and told us about it. Of course, if there were no reports from the other shift, there was nothing said.

Q. In other words, unless there was something wrong or something unusual, you went on with your work and knew as much about it as he did, didn't you?

A. Yes.

Q. Now, how many shifts did you work prior to 1941—in the last few years, prior to 1941?

A. How many shifts?

Q. Yes.

A. A week?

Q. A day—night and day shift?

A. Well, we worked two shifts.

Q. Have they worked three shifts?

A. Well, they have some working three shifts there, but I have not been on a third shift.

Q. Do you know that they have a third shift in the Pioneer Mine?

A. They do have three shifts in the Pioneer Mine.

Q. They can work three shifts in that mine all right?

A. Yes.

Q. Don't lose any time between shifts?

A. No.

Q. What is the temperature down in those mines?

A. The temperature?

Q. Yes—how hot or cold is it?

A. Well, there is places there where it is around 70 and up to 80 or 90.

Q. In other words, it is not unpleasant from the standpoint of heat?

A. Well, in some places it is quite warm.

Q. Quite warm?

A. Yes. They have pretty good ventilation there now. It is pretty fair all the way around, the conditions.

Q. Now, as I understand your testimony, Mr. Runn, until May 1, 1941, you have never been paid for travel time?

A. No, we have not.

Q. That is your contention, isn't it?

A. Yes.

Q. You contend that you have never been paid for any part of the travel time?

A. We have not gotten paid for any part of our traveling time.

Q. In other words, you haven't been going in on your time and coming out on company time? You have never done that?

A. We went down on our own time, and practically came out on our own time.

Q. You practically—

A. We have been coming up on our own time.

Q. You have been coming up on your own time, too?

A. Of course, we had to work eight hours at the face.

Q. Now, if you were working eight hours and getting paid for eight hours, you weren't getting paid for all your time?

A. You would be bound to travel on your own time both ways.

Q. And that has been the practice in the Minnesota mines ever since you have had anything to do with them?

A. Yes.

Q. In the mines you have worked and been acquainted with?

A. Yes.

Q. And your information is that it has always been that way?

A. Yes.

Q. That same thing is true, so far as you know, in the pit mines, isn't it?

A. Yes.

Q. Now, when you were required to get carbide for your lamp, where was that situated? Where did you get it?

A. Over at what we call the carbide shack, which was perhaps twenty feet.

Q. Right by the dry?

A. Right by the dry. They had a little shack there which held the carbide.

Q. Did they have the carbide lamps hanging up somewhere?

A. No, we have our own carbide lamps.

Q. You kept them?

A. We kept them in our own lockers.

Q. And when you got ready to go to work, you got your lamp out of the locker?

A. Yes.

Q. And you would get the carbide out and fill it?

A. Yes.

Q. How long did that take, a minute or two?

A. A minute.

Q. And then you would go down to the mine, to the collar?

A. Then we would go down to the collar of the shaft.

Q. And you said you went down on the second cage?

A. The second cage, practically all the way through in all these years.

Q. Did you ever know anything about any of the coal mines in Alabama?

A. No.

Mr. Murtha:

That is objected to as incompetent, irrelevant and immaterial.

A. I don't know nothing about them.

By Mr. Bronaugh:

Q. Now, as I understand it, Mr. Runn, the company has been paying you since May 1, 1941, for the time you worked on a collar-to-collar basis?

A. Yes.

Q. And that, as I understand it, was brought about by the ruling made by the Administrator of the Wage and Hour Division?

A. Yes.

Q. Who has interpreted the law to mean that the miners were to be paid on that basis?

A. Yes.

Q. Up until that time it was not done?

A. Up until that time it was not done.

Mr. Bronaugh:

I believe that is all.

Re-Direct Examination.

By Mr. Murtha:

Q. Does the timekeeper go through the mine making a record of the time of everybody?

A. The timekeeper goes around at least twice every day.

Q. Is that true now?

A. That is true. He goes around at least twice every day and sees what we are doing.

Q. And gets the number from your check, or looks at your check?

A. No, they don't look at our checks. The timekeeper knows who we are.

Q. If he didn't know who you were, he could identify you through your check?

A. Well, I suppose the foreman would tell him.

Q. Now, I want to clear this up: Before May 1, 1941, the tools were only brought as far as the station.

A. At the surface.

Q. Oh, just brought to the shaft collar on the surface?

A. The tools come from the shop and were brought down to the station and most of the time we took the tools in that we felt we would need during the day.

Q. That was the condition immediately before May 1, 1941?

A. Yes, before.

Q. And it is only since the date that they have brought the tools up to the face?

A. Close to the face, yes.

Q. Now, Defendants-Intervener's Exhibit 2, has that been in your possession since the time it was prepared?

A. It has been in my possession ever since it was drawn up.

Mr. Murtha:

I think that is all.

(Witness Excused.)

4102 JOHN DEBELTZ was called as a witnes, having been first duly sworn, and testified as follows:

Direct Examination.

By Mr. Murtha:

Q. What is your name?

A. John Debeltz.

Q. Where do you live?

A. Ely, Minnesota.

Q. Are you, or have you been an iron ore miner?

A. Yes, sir.

Q. What mine?

A. The Pioneer.

Q. Ely, Minnesota?

A. Yes, sir.

Q. The Oliver Mining Company?

A. Yes, sir.

Q. When did you first start mining?

A. Well, I am not quite sure, but it is either in '23 or '24—1923 or 1924.

Q. Did you work underground?

A. Yes, sir.

Q. How long did you continue to mine?

A. Well, I started as a timber trammer.

Q. What is that?

A. That is carrying timber to contract miners.

Q. When did you start mining?

A. I started mining in '28.

Q. How long did you mine?

A. Until 1930, sir.

Q. And since then?

A. Well, I left the mines for about a year and a half—in 1930, I think it was, in November. Then I came back again in the latter part of '31, and then when I come back I started right in mining.

Q. And then how long did you mine?

A. Well, a couple of years—you see, I got hurt in '29.

Q. '29?

A. 1929, yes. It has bothered me all the time.

Q. I am confused now—how many years altogether have you actually been engaged as a miner mining ore underground?

A. Oh, I would say about five years.

Q. That is between 1928, and when was the last date?

A. Let's see, now—it must have been about '35 the last time I was mining.

Q. And that was at Pioneer?

A. Yes, sir.

Q. Do you recall at what time you used to arrive at the Pioneer during that period?

A. Well, before we changed our schedule, and before we had an hour lunch, well, we used to start at eight and work until twelve,—that is the time we were supposed to start.

Q. You were on an eight-hour day shift?

A. Well, they called it an eight-hour day.

Q. And when was that supposed to run?

A. Well, it was supposed to start at eight, run to twelve, and then from one to five.

Q. Eight hours, and an hour for lunch?

A. An hour for lunch.

Q. What time did you used to arrive on the mining property?

A. Oh, a quarter after seven.

Q. What time did you used to go down?

Mr. Bronaugh:

I suppose I can have the same sort of an agreement that we had here yesterday, on a general objection on the grounds of immateriality and incompetence, and on the ground further that this has no bearing upon the conditions existing in the Alabama mines.

Mr. Murtha:

Very well.

By Mr. Murtha:

Q. You started down at what time?

A. Well, the first cage went down—it was around 7:30.

Q. Were you on the first cage?

A. Yes.

Q. What would you do between 7:15 and 7:30?

A. Well, change clothes, and we used to get our tools a lot of times from the top. You see, they were short of tools underground all the time, and then you would go in the captain's office, which was about a hundred feet away or one hundred and fifty feet, and get an order, and then you would walk to the shop, which is about six or seven hundred feet away, and get your drills, or whatever you needed, and bring that back to the shaft. Then you would catch the last cage down, see.

Q. Yes. Now, how about the carbide lamps?

A. You would fill them up there.

Q. Was there a carbide house nearby the dry house?

A. About 25 feet away.

Q. You would start down at 7:30 on the first cage, is that right?

A. Yes.

Q. And it would take you about how long to get to the bottom?

A. Well, it only takes about four minutes, I think.

Q. And how long, on the average, to walk to the face where you worked?

A. Well, where I worked, it was pretty close to the shaft at that time. It would only take about ten minutes.

Q. So you would get to the face of the mine about 7:45?

A. Yes.

Q. Would you commence working then, drilling or blasting, or whatever was required?

A. My partner used to take the last cage down—

Q. Yes.

A. (Continuing)—and I used to have the top holes drilled many times before he would come in the place.

Q. Now, at noon you took one hour for lunch? What would occur during that one hour?

A. Well, the first cage would go up about two or three minutes after twelve, and then you would get up at probably six or seven minutes after, and by that time, after you washed up and ate, well, you were ready to go down.

Q. At what time?

A. Half past.

Q. Half past twelve?

A. I remember that, because there was no more than a five-minute stop of cages during the dinner hour. When the men got through coming up for dinner, why, there was only five minutes between when the cages stopped, and they started going down again.

Q. Well, then you would get back to the face of the mine before one o'clock?

A. Yes.

Q. Would you start working then?

A. Yes.

Q. What time would you stop your activities at the face of the mine?

A. Well, sometimes 4:30 or—

Q. During this early period?

A. Yes.

Q. What time?

A. Well, 4:30 or a quarter to five, and then you would go back and make your report to your boss, where the boss had his office. You always went down where he was, because he had to see that all the men were out. You would make your report there and he would make notes on it for the night shift foreman coming down, and then we would go back shaft, and if we were on the first cage, why, we would get up and go out at five o'clock, and the second and third, and at that time they had four cages.

Q. *Would* time would you leave the station?

A. The first cage would leave about three after.

Q. Three after?

A. Anytime between two and three and four minutes after. It just depended—

Q. Did you occasionally blast at the end of the day?

A. Well, we never had that system.

Q. In other words, at this mine there was no set cycle of operations to be performed in a day? Sometimes you would blast twice a day?

A. Yes.

Q. Did you work after the change in '35?

A. Yes, I worked, but I can't just place it if I worked at mining.

Q. Well, now, during the period before '35, what time would you reach the surface?

A. That is before we had the change in shifts?

Q. Yes.

A. Well, what do you mean, quitting time?

Q. At the end of the day.

A. At the end of the day. Well, like I say, I used to leave home at seven or a few minutes after seven in the morning, and would get back just about six o'clock, or a quarter to six at home, and I only live about a half a mile away from the mine.

Q. Now, after you arrived on surface at the end of the day, what did you do?

A. Changed clothes, took a shower, and went home.

Q. Did you return the lamp and your check?

A. Yes, we had our check numbers, and we would hang them up as we come up, see, before we changed clothes. And, like our carbide lamp, we didn't fill it up, we just kept that right in our locker, and didn't fill it up until in the morning before we went down.

Q. Now, what time would you reach the surface when you were on the eight to five shift?

A. Eight to five, well, I would say that when I got the first cage I used to come up around six or seven minutes after.

Q. What time would you be able to leave the mine property?

A. Well, about half past.

Q. Now, you have worked for the Oliver Mining Company at the Pioneer Mine since then, haven't you?

A. Yes.

Q. What have you been doing since then, since 1935 or '6?

A. Well, I was on partial disability, see. I was laid up for about two and a half years.

Q. You had an injury in the mine?

A. Yes.

Q. But you are working for them now?

A. Well, I went back on partial disability. You see, I was cutting fuse for a while.

Q. Light work?

A. Yes.

Q. What else?

A. I am pump man now.

Q. Were you a representative of the miners?

A. Yes, sir.

Q. Under the Employees' Representation Plan?

A. Yes, sir.

Q. That was instituted about 1935?

A. Well, no, I think it was before.

Q. Before that?

A. I think it went in effect when the NRA came in, because I remember when the mines were closed at that time. The only ones that really got any time in were the bosses, and the service crew, so they had an election of representatives, and there was mostly bosses on the Grievance Committee. And then I think it was either—it was in '34 that the mine started working and that is when I was elected on it.

Q. You were a representative of the night shift or the day shift?

A. Well, I represented—you see, they had different systems. They had two representing the miners—that is, including all the miners underground. That is what they called the contract mining. They had one man from underground from the Pioneer Mine, representing what they called the dirt trammers, all the trammers carrying timber and such, and then they had a man from the surface representing the shops.

Q. Which groups did you represent?

A. I represented the miners two years and the trammers one year.

Q. Now, what was the purpose of this plan,—what were the duties of the representatives?

Mr. Bronaugh:

We object to that, on the ground that it is incompetent, illegal and immaterial.

A. I didn't get that question.

The last question was read by the reporter as above recorded.

A. Well, the miners would report to us what they would want and we met with the management every month, and we would bring it up with them to see if we could settle the grievance.

By Mr. Murtha:

Q. And is that how the system operated, that the employees would report to their representative whatever grievances they had and the employees' representative group would meet with the officials of the Oliver Mining Company and present these grievances to the company?

A. Yes.

Q. Do you recall during this period what the main grievances were?

Mr. Bronaugh:

We object to that as incompetent and immaterial.

A. Can I answer?

By Mr. Murtha:

Q. Yes.

A. Well, I remember we asked for quite a bit of stuff. We used to bring up everything the miners asked us. Well, I know the first thing that we were after was,—I think the first meeting that I was elected on—that we asked for eight hours collar-to-collar.

Q. You say that one of the grievances was the eight-hour collar-to-collar?

A. Yes.

Q. Explain more fully what you mean by that. Why was that a grievance? Just what was the grievance?

Mr. Bronaugh:

I object to that on the same ground.

A. Well, we always had the idea that there was a law that we couldn't be underground more than eight hours. All the men around the mines had the same idea, and they used to come and tell us—

Mr. Bronaugh:

We want to object to what the idea of the men was and what the men would tell each other.

By Mr. Murtha:

Q. You just go right ahead—

Mr. Bronaugh:

Just a minute; and on the ground that it relates to a remote period and it doesn't show that those conditions existed in recent year, nor does it have any bearing on the conditions in the Alabama mines. It is hearsay and his answer indicates that it is not responsive to the question.

By Mr. Murtha:

Q. Go ahead.

A. Well, they felt that as long as they were getting their tools from the shop and from back shaft at the station, and carrying them in,—and they carried most of them back at that time,—well, we felt that it was part of our job. I know we brought it up with our superintendent there, Mr. Strachn, and he explained that in some mines they have to feed the mules on their own time, and everything else. We told him that we had the understanding that they got paid for all that, and that that was on their regular time.

Mr. Strachn told us that the only way we would ever get collar-to-collar was if we had a law passed to that effect.

Mr. Bronaugh:

I want to make a motion to exclude his answer on the same grounds that I did the question.

By Mr. Murtha:

Q. Who is this Mr. Strachn?

A. He is our superintendent up there.

Q. And he is an official of the Oliver Mining Company?

A. Yes, sir.

Q. Well, under this proposed change in the working conditions, what did they want to accomplish? How many hours a day did they work and where would the men be during this period?

Mr. Bronaugh:

I object to that on the ground that it is incompetent and immaterial.

A. When we couldn't get this eight hours collar-to-collar, well we come back and reported to the rest of the employees, and we talked, you know, and different things, and so we tried to compromise by—well, if we went down on our own time and came up on what they called company time.

Q. Did you discuss that with the company?

A. Yes, sir.

Q. What did they say to that?

A. Well, we couldn't get no satisfaction at all. They refused us. Then the only thing we could do, was, we changed the shifts. We started going down at 6:30 in the morning, and we would come up after 5:00,—or 4:30. We would only take a half hour for lunch, and then the night shift would start at 4:30, I think.

Q. Wasn't it 3:30 instead of 4:30?

A. 3:30, yes, and then the night shift would start going down at four or five after four.

Q. You did accomplish that, the night shift went to work shortly after the day shift, and alon about 4:00 o'clock in the afternoon, and that allowed them to get out earlier and to get a full night's sleep?

A. Yes, it helped the day shift, too, you see. You see, we had to go up for an hour for dinner. We had an hour for dinner and we had less time to eat in that hour than we have now when we have got a half hour underground.

Q. I see. And then you get through earlier at the end of the day?

A. Yes, sir.

Q. By eight hours collar-to-collar, do you mean the time would run from the moment they stepped on the cage until they stepped off?

A. Yes.

Q. How often did this representative's committee meet?

A. Once a month.

Q. And that lasted more than one year?

A. I think it was about four or five years.

Q. Was anything ever accomplished toward the securing of an eight-hour collar-to-collar day?

A. No, sir.

Q. Was there anything done by the employees in order to further their desire for an eight-hour collar-to-collar day?

Mr. Bronaugh:

We object to that on the same grounds as all the other questions.

A. We organized what they called a labor mutual benefit club.

Q. And what was that?

A. Well, that was—we took in all the miners, regardless of what mines they worked for, and we tried to get what they called a company store. And then we wrote down to Perkins and asked her if there was such a law

in the State of Minnesota as eight hours collar-to-collar, and we got an answer back from her saying there was no labor law like that in Minnesota.

Q. Do you know when this was?

A. I think it was '35.

Q. Did the miners do anything else to further—to secure an adjustment of their grievances, including the collar to collar problem?

Mr. Bronaugh:

The same objection.

A. Well, the purpose really was to organize at that time. But the policemen, they used to hide behind the curtains on the stage, and they kind of scared everybody, so we just called it a club.

Mr. Bronaugh:

I make a motion to exclude that answer on the ground that it is not responsive: that it is immaterial and incompetent.

By Mr. Murtha:

Q. Do you remember any further activity?

A. Well, we had that club for, oh, about—I think it was about a year and a half, and then, well, it kind of broke up. The business men were against us, and everybody, because we were looking for a company store, and so that broke up.

Q. Was there a union organized at the Pioneer Mine?

A. In 1937.

Q. Did they attempt to carry on this program for the miners?

A. Yes.

Q. And just how did they go about it?

A. Well, at that time, see—when the NRA was declared unconstitutional in '35—well, this Employee's Representa-

tion Plan was outlined. The mines were working at that time two weeks on and one week off. The company wanted to keep the Employees' Representation Plan going on, see. I was on a committee at that time, and they called a meeting and asked us to go around and pick out an election board and judges and everything, and had regular ballots made, and we had an election at the mine. We went right from place to place on the job to see each miner, and asked them to vote for it, and—

Q. That was the Miners' Representation Plan?

A. Yes.

Q. Now, when was the union formed?

A. The union was formed in '37.

Q. Are you a member?

A. Yes.

Q. Did you attend the meetings?

A. Yes.

Q. Are you an officer?

A. I was chairman at that time.

Q. You were the first chairman?

A. Yes, sir.

Q. Elected in 1937?

A. Yes, sir.

Q. You held other offices?

A. No, that is all I held in there, was chairman.

Q. But you attended all the meetings?

A. Yes.

Q. Were you on any committee?

A. Well, the chairman was on all committees.

Q. I see. And the union still exists?

A. Yes.

Q. That is Local 1664 of the SWOC at Ely, Minnesota?

A. Yes.

Q. That was organized to represent what miners? What miners could belong to it?

A. All the miners. That included all the miners in Ely, regardless of which company.

Q. The iron ore—

A. The iron ore, yes.

Q. Do you know whether or not the union continued the efforts of the miners to secure an eight-hour collar-to-collar day?

A. Well, that was the objective of the union. I am positive that if they got that eight-hour collar-to-collar before that, they would never have had a union.

Q. What did they do to secure the eight-hour collar-to-collar?

Mr. Bronaugh:

I object to that as incompetent, irrelevant and immaterial.

A. Well, we had a meeting, and at that time the miners wanted to get the eight hours collar-to-collar, and wanted some raise in wages, and they wanted to stop using the ten-foot timber.

Q. Did they propose a contract?

A. Yes.

Q. Did these miners, at the union meetings, discuss what was to go into the contract?

A. Yes, sir.

Q. Was a contract drawn up?

A. Yes.

Q. *I hand you* Defendants-Intervener's Exhibit No. 2, and ask you if you know what that is (handing document to the witness)?

A. Yes, that is the contract.

Q. Do you know when that was first drawn up?

A. I can't remember the date.

Q. Or discussed—what year?

A. It was in '37, the first time.

Q. Shortly after the union was organized in the spring of '37?

A. Yes, I think it was May or April,—one of these months.

Q. Do you know whether or not the contract was presented to your company?

A. Yes.

Q. How do you know?

A. I was there.

Q. You were on the committee then?

A. Yes.

Q. And do you know who you discussed it with?

A. Well, the first time we brought it up, Mr. Strachn, our superintendent, was there, and an assistant superintendent.

Q. And was it drawn up again at a later date—who was the assistant superintendent?

A. Ed Jones.

Q. Who else was there?

A. Peter Hamburg—no, pardon me, I think George Metesha.

Q. Was it presented another time by you?

A. '38.

Q. '38?

A. Yes.

Q. What part of the year?

A. I can't remember—I think it was the beginning of the year. It must have been March or April.

Q. Who did you meet with at this meeting?

A. Well, we met with Strachn, Ed Jones and Pete Hamburg was there, and Bill Hartley.

Q. What town?

A. In Ely.

Q. Both meetings were at Ely?

A. Yes, the ones we attended.

Q. The company officers?

A. The company officers.

Q. Did they agree to the contract, or any part of it?

A. Well, we went over it pretty thoroughly and we were told that they couldn't act on it right away, and they discussed some of the points in there, like—well, like that collar-to-collar. They didn't think we could get that, and on the ten-foot timber, they couldn't see where they could cut that down, because it would cut their production down. And raises, why we couldn't get that, and—well, there wasn't much left in the contract that we could get.

So we went back and reported it to our local lodge and then when we went up with the contract we had all the Ely miners organized. We had a majority, a good majority up there. When we went over that contract, the contract didn't state in there whether it was for the two mines at Ely or for all the mines.

So we went back and we asked the men what they thought and they said, "Let's get a contract for the local mines." So we were all set to go down with that, and we got our representative from down below, Burkhammer, Henry Burkhammer. He come up and gave a talk on it, and felt that we shouldn't just ask for the two mines, that we should get a contract for the Oliver mines as a whole. So we changed it, in the contract, and asked for all the mines that Oliver has got.

Q. Did you present the contract again after March, or April of 1938, at any time when you were present?

A. Yes, we brought it up that time. I was there, and Leander.

Q. Who?

A. Leander Runn.

Q. Yes.

A. And I can't just remember who was all there, but I know Martin Maki come up with us.

Q. Who was there on the part of the company?

A. The company—well, Bill was there, and—

Q. Mr. Hartley?

A. Mr. Hartley, and Ed. C. Jones.

Q. This was the third time.

A. And Mr. Strachn.

Q. Do you know the date of this third meeting?

A. No, he was—I think it was right after, because Mr. Hartley was the one that noticed that we didn't have in the contract for which mine.

Q. For which mine, yes.

A. So we come back and changed that all around.

Q. You went back and discussed it at another meeting?

A. Yes.

Q. Was there ever any other contract than this one?

A. No, that is the—

Q. Exhibit 2 is the only contract that you ever proposed to the company?

A. That is the original, yes.

Q. What was the effect on the men when you reported back the refusal of the company?

Mr. Bronaugh:

We object to the effect on the men on the grounds that that is incompetent, irrelevant and immaterial and not binding on the plaintiffs in this case.

A. Well, they didn't seem to like it very well, because they felt that we had the majority, and then we should get the contract. Of course, there was a little talk of a strike there at one time, but we tried to hold it off, as officers, because we didn't feel it was wise.

Q. You are here on subpoena?

A. Yes.

Q. Do you waive the examination of your deposition after it has been transcribed, and do you waive the read of it by having it read to you?

A. Yes.

Mr. Murtha:

You may cross examine.

Cross Examination.

By Mr. Bronaugh:

Q. Mr. Debeltz, you have not worked underground, as I understand it, since about 1935?

A. Well, I have worked underground, yes, but not mining.

Q. Do you do your pump work underground?

A. Yes, pretty near way to the bottom.

Q. You are then familiar with what goes on underground, now, and have been throughout your experience at Pioneer?

A. Yes.

Q. Have you worked at any other mines than Pioneer?

A. No, sir.

Q. Just briefly, I want to run over the conditions as quickly as I can. You have cages that go down vertically into the mines?

A. Yes.

Q. And as I understand it, three of those cages—it is a double-deck cage—and it makes three trips per shift?

A. That is what they have now.

Q. And how many men ride on a cage?

A. I think it is 28 or 30, on each deck.

Q. It would be about 55 or 60 men a trip?

A. Yes.

Q. And three trips?

A. Three trips, yes.

Q. How long does it take the men to get from the top to the working place?

A. To where he is working?

Q. Yes.

A. Well, that is pretty hard to answer. The mine is, you know, pretty big. It is probably, just like—myself, pumping now, well, when I left, well, when the cage hits the bottom, it is probably about four or five minutes—well, I would say six minutes, because it stops at more

levels. Well, I am on my job right away. I just walk fifty feet.

Q. In other words, your place of work is within fifty feet of the unloading station?

A. Yes.

Q. The face—I understand that there are different distances from the unloading station to various places where the men work at the face?

A. What do you mean by the face?

Q. Well, I mean by where they drill the ore?

A. Yes.

Q. Yes, there is different places.

Q. But now, what I am trying to get at is more or less an average travel time, from the time you get off the cage until the time you get to work.

A. Well, I would say a man that works up in the high country—that is in the east—he takes the first cage down which leaves at seven o'clock, like now, it leaves at seven o'clock. Before it left—well, we will say before this new schedule come up.

Q. I am talking about before May the 1st.

A. Before May 1st. Well, the first cage used to leave about 6:30. Well, he would get in the place, well, about—about eight minutes to seven.

Q. So that it would—you think that the average would be somewhere around twenty to twenty-two minutes from the top to the place of work?

A. That is the farthest in the mine.

Q. And what would you think the average would be?

A. I would say about 15 minutes, average.

Q. All right. Now, I think that from what you said, that it is clear that the miners contend at least that the basis upon which their pay has been figured in the past, and up until May 1st, 1941, has been on the face—on the working time spent at the place of work and did not include any travel time going and coming from the work?

A. Well, I wouldn't know how to answer that. I know I personally felt that that was my job.

Q. I am not talking about what you felt. I am talking about what the miners contended was the basis on which they had been paid in the past.

A. Our employer felt that way, yes.

Q. Your employer felt. I am not talking what it should be. I am talking about what actually was done in the past.

A. Well, we were getting paid before May 1st, we were getting paid for, well, what we really were in the place, right at the face.

Q. Face?

A. Yes.

Q. So you contend that you weren't getting paid for any traveling time?

A. No.

Q. Was there any time during your experience in underground mines, that the men went in on their own time and came out on company time?

A. Never.

Q. That never has been done in Pioneer?

A. Never.

Q. Since you have been there?

A. Never.

Q. Now, the average working time--the average travel time would be, both ways, going and coming, would be 30 minutes?

A. Yes, I would say about 30 minutes.

Q. And as I understand it, pursuant to the Administrator's ruling on May 1, 1941, the system was changed, and since that time the companies have been paying under that rule?

A. Yes.

Q. From the time they leave the top until the time they get back to the top?

A. Yes.

Q. You say the timekeeper goes around twice a day? Is that true down in the mines?

A. Not any more. He used to, before May 1st.

Q. I am talking about before May 1st.

A. Yes.

Q. And he would see the men working and put—on two occasions during the day?

A. Well, I wouldn't say that he seen everyone wice a day, because I don't think he would make it. The place is too big for that.

Q. How many men were working down underground?

A. Well, there are three cages there—it would be about 180 on a shift.

Q. They don't have any regular time of shooting in the Pioneer Mine?

A. What do you mean?

Q. Blasting, you call it.

A. No. We never had it. I can't remember.

Q. You blast whenever you are ready to blast?

A. Yes.

Q. Sometimes you blast five holes and sometimes twenty-five and thirty holes?

A. Well, it just depends on the place.

Q. Yes. How long does it take you, or rather, how long does it take for the air to clear out so you can go back to work after you blast?

A. Well, now—

Q. I am talking about prior to May 1st. I guess the conditions, so far as working conditions, are the same now as before?

A. Yes, in the last three or four years it is pretty well the same. Pretty good now. It takes probably fifteen or twenty minutes in places. It just depends on where you are, see. You might have a place where you haven't the circulation, you know. Where you have to have the fan blowing air in to blow the smoke out, but if you are on a

drift, where what you call, when the fan blows in, she pulls the smoke right away. Well, it goes out quicker.

Q. Well, now, you don't have then, as I understand it, in your opinion, a cycle of operations, like you do in some mines?

A. No.

Q. You just go forward with your work and shoot and get it out as you can?

A. Yes, we figure a good day's work. You know, if a man comes down and has a pile of dirt in his place—if he can clean that pile of dirt and put up timber and drill and blast—well, if he can do that in eight hours, we figure it is a good day's work.

Q. You do have these working levels, various working levels, and when you get off your unloading station—I am talking about the production men now, the ones that work at drilling.

A. Yes.

Q. They climb up or down to get to the face, to the place where they actually produce the ore, do they not?

A. Yes.

Q. And that climbing distance, as I understand it, varies from a few feet up to maybe 50, 60 or 75 feet?

A. Yes, I think there is a couple of places they have 80 feet now.

Q. They get the ore out there and through *shoots* it is run down?

A. You take most everybody climbs down outside, up in that high country. Well, they have no level up above it, see, because it is all the ore is mined closer to the shaft, and the main drifts are down already, so they started down below and rised up, and they got shoots there that is 60 and 70 feet, see.

Q. You have crews of men working at a particular place and producing ore?

A. Yes.

Q. How many men work together?

A. Well, they have got—there is only two men on each shift. There is only one place in the mine that they got, where they are actually working ore, that they got three men on each shift.

Q. The usual practice is for two men on each shift working place?

A. Yes.

Q. They do everything that is to be done in that working place?

A. Yes. That is, you know, as far as the mining end of it. Of course, any piping or wiring or anything to do, the electrician comes around for that.

Q. You have maintenance men that do that sort of work?

A. Yes.

Q. And those men are paid on an hourly rate?

A. Yes.

Q. As I understand it, the production men, I call them, the men that are actually mining the ore, they have a basis of pay that they have got more or less of a—

A. Contract.

Q. A guaranteed minimum, don't they?

A. Yes.

Q. But they do have a system whereby they are paid on the basis of the amount of ore they produce?

A. Well, it is sort of a system like that, but—

Q. Well, if you produce more ore in, don't you get more money than your minimum pay?

A. Well, you get more than a minimum. I don't know what their minimum is, but I wouldn't exactly say that a man that produces more ore makes more money.

Q. You wouldn't?

A. No, because there is different ground in a mine. A man might have a soft place. He could produce a lot more than a man that has got a hard place.

Q. What do you mean when you say that you do contract mining?

A. Contract mining?

Q. Yes.

A. Well, I don't know what—I can't even see how they call it contract, because, well, they have a minimum, all right, but I think they also have a maximum, because as soon as, well, probably they set you a price and—we will say a dollar a car, and if you work three weeks already and they see that you have made, you may have made a dollar and a half an hour. Well, then, the last week they will cut you and will bring you down to probably a dollar an hour.

Q. If you don't object to telling this—if you do, all right. Has there been any difference in your compensation—

A. No, not now.

Q. Do you know whether there has been any difference in production since May and Prior to May 1st?

A. I don't think there is a bit.

Q. The men have been earning about the same amount of money as they did before?

A. Yes.

Q. Now, as I understand it, your first experience with any organization on behalf of the employees was your "E. R. P."?

A. Yes.

Q. And that was in '35?

A. I don't—

Q. Or '36?

A. I think it must have been before that, because I have been on it three years myself and then it was on two years before that.

Q. And that was the first occasion that you know of when any contract was presented to the company on behalf of the men?

A. There was no contract presented.

Q. What was the basis of discussions at the time under the Employees' Representation Plan?

A. At that time the miners would tell us exactly, see, like myself, I represented the miners at that time. Well, they had one more man. I think George was on, George Burck. I was on one shift and George was on the other, and they would tell us what they would want and then we would meet once a month with the superintendent and they had a man by the name of Paul Chamberlain—I don't know what title he had.

Q. You mean the company?

A. Anyhow, I think he was supposed to represent the management from the higher office, and we used to bring our grievances right up to them, see, and well, we would have our meeting ourselves, just the representatives there. We had our chairman and secretary, and we would bring up exactly what we would want, and then discuss it and if it went through with all of us, then we would call the superintendent in and he would tell us if we could get it or not. He would say yes or no.

Q. When did you first talk to the company about this collar-to-collar?

A. Well, I don't know, I couldn't say exactly the year or even the month, but I remember it was the second meeting I attended.

Q. The second meeting?

A. After I was elected.

Q. And at that time, as I understood you to say a moment ago, the question came up as to whether or not you all were entitled to pay on a collar-to-collar basis under some law that either mine—or some other law—

A. Yes.

Q. And you made some inquiry along that line of the company and they said there wasn't any law, and then you wrote to Miss Perkins?

A. No this was after we organized the labor mutual benefit club, but when we had the representative plan,

well, the miners have been after, trying to get the eight hours collar-to-collar for a long time, because they felt like there was different states that had that—

Q. Now, what I am driving at is, what your own experience with it—when it was first placed before the company, to your own knowledge?

A. Yes, they asked us to get that.

Q. That was in '33 or '34?

A. Yes, they asked us to get it for them and we brought it up and our superintendent told us that, well, he says, well, at different mines they even fed their mules on their own time, and he says, if you hired a carpenter, would you be paying him for bringing his tools from home to the job, and explained it in different ways, and we told him we wanted it.

Q. The upshot of it was that at that time nothing was done about it?

A. Yes, we tried to compromise with them.

Q. Now, then, when did you next take it up with them. That was in '33 or '34, wasn't it?

A. It was brought up several times.

Q. When was it that you wrote to Mrs. Perkins?

A. This was in '35.

Q. And what was the inquiry that you put to Mrs. Perkins?

A. Well, we would like to know—we wanted to know if there was a law in the state of Minnesota that the men working in underground mines work only eight hours.

Q. What did she say?

A. She says Minnesota has no labor laws.

Q. Was any inquiry made to her about any Federal laws at the time?

A. No.

Q. She said nothing about any Federal laws?

A. No, she didn't say nothing.

Q. Now, after that—that was in '35?

A. Yes.

Q. Then, as I understand it, the only other time that you personally had anything to do with presenting the contract was this occasion in '37—

A. '37.

Q. (Continuing)—and '38?

A. '38.

Q. There were two that came pretty close together, as I understand it?

A. I wouldn't swear to it.

Q. But that is what I understood you to say?

A. I think there was really three times that we presented it, because at one time we went right back with it.

Q. Those are the occasions when Mr. Hartley was present?

A. Yes.

Q. And, as I understand it, the men that you represented individually, were interested in getting a contract for their own mine and whoever the CIO man was, Berghammer, was interested not so much in the collar-to-collar proposition, as he was in representation of the union, but there was a little difference in the aims there between Burhammer and you fellows?

A. Well,—

Q. That is correct, isn't it?

A. We were more interested in seeing that a contract was drawn up for all the mine, because they felt that it would be better, you know, a working agreement. They says—the way they explained it to us—now, you wouldn't want a contract here for your local mines and then we go down here in Virginia and Hibbing and have another contract, a different contract. They felt that they wanted one contract, just like the U. S. Steel has with the steel mills.

Q. And that is what Burghammer was working for more than anything else?

A. Well, on his—you see, well, he was—

Q. What is his title?

A. He has got that district—

Q. Organizer for the CIO district?

A. For that district, yes.

Q. Well, now, those two occasions that you speak of when Mr. Hartley was present after the discussions were had with the representatives of the company, was the contract—Withdraw that.

The first contract that was presented to the company in '37 and '38, was simply a contract between the local there at Ely?

A. Yes.

Q. And the Pioneer?

A. And the Pioneer and Sibley.

Q. And Sibley. Well, now, it was then at Burghammer's suggestion, as I understand it, and insistence, that you changed your contract and made it include—be good enough to include all of the mining operations and the miners in the district?

A. Yes.

Q. And that was done?

A. Yes.

Q. Then that contract was never signed?

A. No.

Q. What was the attitude of the company? Did they turn you down flat or hold the thing open for further discussions or what?

A. You have me on that, myself. I know that at that time when we went there with the contract, they refused us on different items. They went over it and they said they had to take it up with their higher office. Well, then, when they told us, the lower office told us we should get a contract for all the mines, well, the employees up there, they insisted on us, us officers getting the contract for the local mines, but we kind of held them back, because we, the officers, felt that it would be better if we got a contract for all the mines.

Q. Well, this is a pretty fair statement of it, isn't it: that the local men were interested in their local union and they had certain objectives that they were trying to achieve and Mr. Burghammer and you men who were officers, were looking a little bit further along?

A. Yes.

Q. And the company didn't sign a contract with you?

A. No.

Q. Objected to many of the proposals that you made and the matter was just more or less left there, and you didn't press the matter after that 1938 meeting, because you wouldn't get a contract with them?

A. Yes.

Q. That is a pretty fair statement, isn't it?

A. Yes.

Q. And since that time, as I understand it, there has been no further presentation of the matter to the company, so far as you know?

A. Well, the reports we have been getting at our meetings.

Q. Well, I mean what you yourself know and what you took part in.

A. What we took part in, yes.

Q. That was the last time you had anything to do with it?

A. But we gave instructions to our representative in Duluth to hold meetings with Bill there and I don't know if he held them or not.

Q. I see.

A. But he made some reports on it. Said he was meeting with Hartley and I guess he felt that Hartley felt—one time he felt that, well, I think he should get a contract and the next time he says you ain't got no organization up there. So I brought it up myself and I says we ought to go down and meet with Hartley ourselves, but we never got down there.

Q. Now, Mr. Debeltz, the two mines that operated there together, the Sibley and Pioneer, right close together, are they not?

A. Well, they are about a quarter of a mile apart.

Q. And the Oliver Company has got other mines located probably within a miles of—

A. Well, you see, they got what they call a Pioneer "A" and a Pioneer "B". All the men go down in Pioneer "A", and the timber and the ore goes up in Pioneer "B".

Q. "A" and "B". Are you familiar with the operations in the open pits?

A. No, I never worked in them, no.

Mr. Bronaugh:

That is all.

Re-Direct Examination.

By Mr. Murtha:

Q. There has been some talk that you were not paid for traveling time prior to May 1st, 1941. Well, were there other times you weren't paid for, for example, climbing time?

A. Well, before this ruling went in effect, we never got paid for any of it.

Q. You didn't get paid for any time?

A. Well, it made no difference what time you got in the place. If you got there at 6:30 or 7:00 you got paid for your time was supposed to start at seven.

Q. You didn't get paid for change time?

A. No.

Q. Or the time required to pick up your carbide?

A. No, sir.

Q. Or the time required to get your check?

A. No.

Q. After you got your check, sometimes you got tools in the tool house and you didn't get paid for that time?

A. No.

Q. Or for the carrying time, or carrying tools back?

A. No.

Q. Or bringing them down, or climbing up into your place?

A. No, sir.

Q. You didn't get paid for the time you talked with your foreman about the day's work and about other matters pertaining to business of the company?

A. No.

Mr. Murtha:

I think that is all.

Mr. Bronaugh:

Let me ask you this:

Re-Cross Examination.

By Mr. Bronaugh:

Q. You said you started in 1928, about that time?

A. Mining, yes, either '27 or '28.

Q. And it has been also a custom and practice since you have been familiar with it for the men up until May 1st, 1941, for the men to go by the tool house, or whatever you call it?—Warehouse, and pick up tools they might need that day. And also it has been the custom in your experience for them to pick up the carbide and the check as they go out to the mines and it has also been the custom and practice for them to, if an occasion arose where a foreman had to give some instructions, for instance, maybe some of the holes hadn't gone off, or some unusual circumstance of that sort, for the men to get that information from the foreman sometimes before he went down underground, and sometimes after he got down?

A. Yes.

Q. That has always been the custom?

A. Yes.

Q. And the men never have been paid for that, so far as you know?

A. Not that I know of.

Q. Well, now, so far as getting instructions from the foreman is concerned, I think, as I understand it, that is rather unusual up on top unless something is wrong down there, or some loose rock above or maybe it has been that all the holes didn't go off or some particular reason that the men don't usually—they just go on to the working places?

A. Well, they have got sort of a habit there that the boss, when he comes down, the foreman—well, he sees the men get off the cage and go in and he always tells what he has got in place or what he has got to do.

Q. Down in the mine?

A. Yes, at the lower end of the cage.

Q. Well, I don't know, I don't suppose it would take a very great amount of time to pick up a little carbide in a tin can, would it?

A. Not very much.

Q. A minute, half a minute?

A. Well, it just depends. Sometimes, you know, in the winter time it takes more time, because the carbide shack—your men stay in the dry until they see the cage coming, see. They had a buzzer system where they pull it.

Q. All of them rush out together, is that it?

A. So that 50 men or 60, whatever went down, went, and they run and get the carbide and you would have to wait some.

Q. Now, in picking up the checks, they are on a board, aren't they?

A. Yes.

Q. A man walks up to the board and picks a check out. What does he do, pin it on?

A. You have a regular snap.

Q. And when he gets through at the end of the shift, he comes by and throws that in a bucket, doesn't he?

A. Now, yes. At that time we used to have a rack that we hang it up on.

Q. Go back and hang it on the same place you get it from?

A. Yes.

Q. All you do, then, is walk up to that place and stick it on a bolt.

Mr. Bronaugh:

I believe that is all.

4136 ANTON PECHEK called as a witness, having been first duly sworn, testified as follows:

Direct Examination.

By Mr. Murtha:

Q. What is your name, please?

A. Anton Pechek.

Q. Where do you live?

A. Ely.

Q. Minnesota?

A. Yes.

Q. What business are you engaged in?

A. Mining.

Q. For whom?

A. Oliver Iron Mining Company.

Q. At Ely?

A. At Ely.

Q. Iron ore mining?

A. Yes.

Q. How long have you worked as a miner?

A. As a miner, for the last five months.

Q. What were you before that?

A. A motorman and dirt trammer.
Q. How long?
A. About 16 years.
Q. Would you sum up briefly your activities prior to May 1st, 1941, as a miner?
A. As a miner?

Mr. Bronaugh:
I want an objection as to this and assume it will hold as with the other witnesses?

Mr. Murtha:
Yes.

Q. What do you want, right from the time you get up in the morning and go right through it?

By Mr. Murtha:
Q. Yes.
A. Well, generally I wake up about 5:30, have breakfast, and leave my home at 6:00. Got down at the dry house about ten after, change clothes, picked up our check number, our carbide, and went down to the shaft house; about 6:30 we leave the collar.
Q. And you arrived at the face?
A. Arrived at the face.
Q. Face.
A. At the face, it was about ten minutes to seven.
Q. You remained there how long?
A. Were in there until eleven and then we went for dinner.
Q. How long?
A. Until 11:30.
Q. At the face, you remained near the face for lunch?
A. Lunch, yes. And left there after lunch—we stayed at the face until about twenty after three—well, we started to change shirts then, cool off a little, and then

start to walk back. When we got to the shaft, of course, maybe 3:30 or a little after.

Q. And you were lifted. What cage were you on?

A. On the first one.

Q. What time would that start from your level?

A. Up from our level?

Q. Yes.

A. Well, we were on the three shifts now, but—

Q. Before May 1st, 1941, what time would it start up?

A. It would start up at 3:30, from the bottom level, and then I don't know just how long it took, maybe a minute or two on the level below that; started from the 15th first and then from the fourteenth and then picked us up at the 13th and went up. We maybe got up at surface, it was probably about twenty-five minutes to four. From there we went and hung up our check numbers, hung up our check numbers and changed clothes, took a shower and went home.

Q. What time did you leave the dry house?

A. I would say about between ten and five to four.

Q. Since May 1, 1941?

A. Since May 1st, we were working on the three shifts. We leave home, it is about 6:30; we come to the change house about twenty minutes to seven; we change clothes, pick up our check number, wait at the shaft for the seven o'clock whistle, where we start to load. Then we go down and walk into the place and we come to the face about twenty minutes after seven. We work until eleven. We have dinner until 11:30, and then go back to work and we stay there until twenty after three or so, and start changing shifts. Then we walk back shaft—not twenty after three. We go a little earlier now. About fifteen after. And then we go back and we catch the cage there about twenty-six minutes after. We go up and change clothes and we leave now between fifteen and ten minutes to four.

Q. You are at the surface at 3:30?

A. Yes.

Q. You leave for home at what time?

A. Between fifteen and ten minutes to four.

Q. You mean 3:45?

A. Yes.

Q. Have you been working just about the same place these last five months, or have you moved around?

A. About the same place in the last five months.

Q. How long does it take to walk in there from the station?

A. From the station? Well, it doesn't take me very long. I go pretty fast most of the time in and out, maybe about ten minutes.

Q. Each way?

A. Yes, ten to twelve.

Q. Do you have to climb up to the working face?

A. Have to climb about 50 feet on one ladder and 12 feet on another. About a 16-foot ladder climb.

Q. Before May 1st, and after May 1, 1941, were you on an eight-hour day?

A. Well, eight-hour day. We were always at the face before the full eight hours, where we are not now. That is the difference.

Q. Before May 1, 1941 did you work longer hours than you are working now?

A. Yes.

Q. Was the eight hours counted from face-to-face before May 1, 1941?

A. No.

Q. What was it?

A. Say that again, please.

(The record was read by the reporter as above recorded.)

A. I don't understand that question.

Q. Well, now, you are paid eight hours from collar-to-collar?

A. Yes.

Q. That means from the collar shaft at the surface of the mine?

A. Yes.

Q. Paid from the time you start and the time you arrive back? That is when the eight hours runs?

A. Yes.

Q. Now, before May 1, 1941, you were supposed to be on an eight-hour basis, weren't you?

A. Yes.

Q. Well, now, which eight hours did the company count?

A. The company counted the eight hours at the face.

Q. Yes. Now, have there been any other changes since May 1, 1941?

A. In what respect?

Q. Tools?

A. Well, sometimes we don't want to wait for tools. We pick them up at the shaft, yet. Where before we practically always did; if there was anything there and now if there is something that we need, like a saw or something, and the saw is liable to break, if they haul it in, we take that in with us. Other tools we don't take.

Q. How do you get them?

A. They take them in with a motor, on trucks, and they hoist them up.

Q. They hoist them up for you?

A. Well, they got different men on the hoisting crews and they hoist it up and they leave them up there on top right by the hole and we take them in from there.

Q. Before May 1, 1941, you had to do your own hoisting?

A. Well—

Q. That is, from the level up to the face—did you have to do your own hoisting?

A. Not very often, either.

Q. Of course, your experience in regard to tools is limited to the last five months?

A. Yes.

Q. Are you a member of the local union No. 1664?

A. Yes.

Q. Were you a member of the original group?

A. Yes.

Q. Have you attended the meetings?

A. A few I have missed.

Q. Have you held any office in the union?

A. I am recording secretary.

Q. Have you held that position for some time?

A. Ever since the latter part of '37.

Q. I hand you Defendants-Intervener's Exhibit No. 1 and ask you what it is? (Handing document to the witness.)

A. This is my minute book of Local No. 1664.

Q. Have you been absent on a few occasions?

A. Yes, I have.

Q. Except for those occasions, have you recorded the minutes of the meetings of Local 1664?

A. I have.

Q. How do you record the minutes?

A. Well, I take notes and record it after.

Q. I see. That is what you have done throughout?

A. Yes.

Q. Have you kept the minute book lately?

A. Well, before it left my hands, when I give it to George Burck—and was called to bring it down here, I examined it.

Q. Well, examine it now.

(Witness examines minute book.)

Q. Now, I ask you, is Exhibit 1 in the same condition as it was when you saw it a few days ago?

A. Except for markings on the corner of every page it is the same.

Q. You are referring to—

A. "S" and "T" numbers behind.

Q. Letters and numbers?

A. Yes.

Q. Up in the lefthand corner?

A. Yes.

Q. In pencil?

A. In pencil.

Q. Other than that, the book is in the same condition as when you prepared the minutes during these last two years?

A. Yes.

Q. And the book has been in your custody throughout this period?

A. Yes.

Q. Now, I wish you would go through it and give us the—go through Exhibit No. 1 and state the letter or the number that appears in pencil up at the top of each page, which reflects the minutes which you took at any meetings.

Mr. Bronaugh:

Couldn't you simplify that by letting him say where his signature appears in there?

Mr. Murtha:

There are a couple of places he forgot to sign.

Mr. Bronaugh:

I don't see any reason why he should.

Q. I show you Defendants-Intervener's Exhibit Z-31 and ask you if that is a record of a meeting of Local 1664,

at which you acted as Secretary and kept the minutes,—
it that is a record of the minutes of that meeting, prepared by you?

A. (Witness reading minute book) Yes, it is.

Q. And the same question as to Defendants-Intervener's Exhibit H?

A. Yes, it is.

Q. Yes?

A. Yes.

Q. And is that true of E?

A. Yes.

Q. And J?

A. Yes.

Q. And K, L, M, N, O, P, Q, R, T, U, V, Y, Z, Z-1, A-2, Z-3, Z-4, Z-5, Z-6, Z-7, Z-8, Z-9, Z-10, Z-11, Z-12, Z-13, Z14, Z-16, Z-17, Z-18, Z-19, Z-20, Z-21, Z-22, Z-23, Z-24, Z-25, Z-25, Z-27, Z-28, Z-29, Z-30?

What is your answer?

A. I attended all those meetings.

Q. And you kept the minutes and those are the minutes of the meetings on the dates set out therein?

A. Yes.

Q. I wish you would look at Exhibit C. Would you refresh your memory by looking at that and then can you tell us to what contract reference is made there?

Mr. Bronaugh:

May we have an objection? I assume that you are going into the question now of negotiations between the union and the company with regard to this contract?

Mr. Murtha:

Yes.

Mr. Bronaugh:

And I would like to just have an objection to it on the ground that it is incompetent, irrelevant, immaterial and

doesn't tend to prove any material issue in this case, and the evidence is not binding on the plaintiffs.

By Mr. Murtha:

Q. Is there a reference made to a contract?

A. Yes, I attended that meeting.

Mr. Bronaugh:

And on the ground that the minutes speak for themselves and are the best evidence.

A. It is with reference to a contract we drew up at that meeting with the Sibley and Pioneer miners and the company.

By Mr. Murtha:

Q. Yes. Now, I hand you Defendants-Intervener's Exhibit No. 2, and ask you if you know what that is (exhibit handed to witness)?

A. This is a copy of the contract presented to the company in '37.

Q. Pursuant to the resolution adopted at the June 13, 1937, meeting?

A. Yes.

Q. Now, is that the only contract that the union ever had?

A. This is the only contract that I know of. I haven't seen any others.

Q. There are some pencil notations on Defendants-Intervener's Exhibit 2. In whose handwriting are those pencil notations?

A. These notations were made in the spring of '38. They were all made by me.

Q. Was that contract then in the same form as it was in the spring of 1938?

A. Yes.

Mr. Murtha:

I offer in evidence Defendants-Intervener's Exhibit No. 2.

Mr. Bronaugh:

I would like to interpose an objection to it, to the introduction of Exhibit No. 2, on the grounds that it is incompetent, irrelevant and immaterial; on the ground that it doesn't tend to prove any material issue involved in this case; and it is not binding upon this company. It is not shown that the matters contained in this contract or all of the matters that appear in the contract were presented to and discussed with the company or demands made upon the company for the matters contained in the contract on behalf of the union and on the further ground it relates to matters that occurred between third parties, of which this company is not involved and has nothing to do with.

Q. Now, were you a member of the Grievance Committee or negotiating committee?

A. I was not.

Q. I wish you would refresh your memory by looking at Exhibit K.

A. (No answer.)

Q. At the meeting of March 3, 1938, was there any discussion of the contract?

Mr. Bronaugh:

I object to that on the ground that the record speaks for itself and is the best evidence.

By Mr. Murtha:

Q. Just answer my question.

A. Yes, that is the meeting that the changes that are—

Q. Just answer yes or no, was there a discussion about a contract?

A. Yes.

Q. And what contract was under discussion?

A. It is the same contract that we have here (indicating).

Q. Marked Defendants-Intervener's Exhibit 2?

A. Exhibit 2.

Q. Yes. Now, will you also refresh your memory by looking at the minutes marked as follows and dated as follows: L, March 27, 1938; Z-2, April 29, 1939; Z-11, December 16, 1939; Z-16, May 11, 1940; Z-17, June 11, 1940; Z-17, August 10, 1940.

Just look at those particularly with reference to a discussion concerning a contract. What contract is referred to?

A. The same contract that was talked of, Exhibit 2.

Q. And that was discussed at those meetings?

A. Yes.

Q. You have refreshed your memory by looking at the exhibits that I have just described?

A. Yes.

Q. Can you tell us whether or not a contract was discussed at those meetings?

A. Well, there wasn't much discussion going on—

Q. No. Can you tell us whether or not a contract was discussed at those meetings?

A. Yes.

Q. And do you know, of your own knowledge, which contract it was that is referred to in the minutes?

Mr. Bronaugh:

We object to that on the ground that the minutes show for themselves and they are the best evidence, and on the ground it calls for incompetent, irrelevant and immaterial testimony.

A. Yes.

By Mr. Murtha:

Q. And what contract is it that is referred to?

Mr. Bronaugh:

Same objection.

A. Exhibit 2.

By Mr. Murtha:

Q. There was never any other contract?

A. None.

Q. You kept the minutes of actually all of the meetings since 1937, haven't you?

A. Yes.

Q. And when there is a reference made in the minutes to a contract, it means what?

A. It means a reference to Exhibit 2.

Q. Yes. You are here under subpoena, are you?

A. Yes.

Q. Will you waive the examination of your deposition after it has been transcribed and will you also waive the reading of it or having it read to you?

A. I waive that.

Mr. Murtha:

You may cross examine.

Cross Examination.

By Mr. Bronaugh:

Q. As I understand it, you have been working underground for how many years?

A. Sixteen—better than sixteen.

Q. Only the last four months of that time you have been doing the production work?

A. Five.

Q. Mining, itself?

A. Yes.

Q. And the other time you have been occupied and been engaged in other occupations underground?

A. Yes.

Q. And you are familiar, aren't you, with what goes on in an underground mine at the Pioneer?

A. Yes.

Q. Is that the only mine you have ever worked in?

A. Yes.

Q. It is a mine that is operated with a vertical shaft?

A. Vertical, yes.

Q. Straight down?

A. Yes.

Q. And the men get on the shaft and they are taken down to levels—they are working at several levels under the ground?

A. Yes.

Q. The men are taken to their level where they get off and proceed to their working places?

A. Yes.

Q. I am speaking now with reference to a period of time prior to May 1, 1941.

A. Yes.

Q. What length of time did it take the average man in that mine that you worked in to get to his working place?

A. I couldn't tell you. Some work further than others and some walk slower.

Q. You wouldn't know the longest?

A. I can only tell you for myself.

Q. How long did it take you?

A. To walk in?

Q. To get to your working place.

A. It would take me from the bottom of the shaft?

Q. Yes.

A. About ten or twelve minutes to get to the face.

Q. And it took you how long to get to the bottom?

A. After the cage was lowered, about two minutes.

Q. From the top?

A. From the top.

Q. So twelve to fifteen minutes would be the time it would take you to get to your working place from the surface?

A. From the time you leave surface, yes.

Q. That is what I mean, yes. Now, then, when they get down walking to the working place, they have to climb up to get to the face that they work on, do they not?

A. Yes.

Q. Sometimes that is quite a climb, isn't it?

A. I have to climb about 62 and a half feet.

Q. It varies, doesn't it, in different locations in the mine?

A. It does.

Q. Now, that same amount of time that you speak about, twelve to fifteen minutes going in and it takes you about the same amount of travel time coming out, doesn't it?

A. Practically.

Q. It never has been and never was, prior to May 1, 1941, the custom and the practice of the company to pay the men for traveling time?

A. No.

Q. Either way, in or out?

A. Well, we went on company time, started off on the company's time and got to the shaft a few minutes later.

Q. I don't quite understand you. You mean coming out?

A. Yes.

Q. In other words, if that is the case, you go in and come out on your own time?

A. Practically.

Q. It never has been any other way?

A. No.

Q. That you know of?

A. No.

Q. Now, these minutes that he refers to, the only contract that I understand that was actually presented and drawn up and written up and presented to the company, was this exhibit (indicating Exhibit 2)?

A. Yes.

Q. Well, now, that contract is a proposed contract between the Oliver Iron Mining Company and the Steel Workers Organizing Committee? Was there ever a contract between Ely Local 1664 and the company?

A. This is the only contract that I recall.

Q. There never was any other presented on behalf of the Local, that you know of?

A. Not that I know of.

Q. Did you take part in any of the negotiations of these committees?

A. No.

Q. You were not on the committee?

A. No.

Q. And you don't know, of your own knowledge, what went on in the negotiations?

A. I do not.

Q. And these minutes that he asked you about here, do you know what the negotiations were that the men had with reference to the contract, after this was presented and later on with the negotiations as continued?

A. What was discussed at the meetings and what was brought up by the committee, yes.

Q. Do you know what the discussions were between the company and the negotiators, of your own knowledge?

A. Not of my own knowledge, no. What was presented at the meeting.

Q. And I ask you if it isn't a fact that after this contract was discussed with them on this occasion, the only other contract talked about was not this contract but a contract that covered the whole Oliver Mining Company's operations?

A. That speaks on behalf of—

Q. No, Minnesota, Michigan and everywhere else?

A. That speaks in behalf of Local 1664.

Q. That 1664 was written in there with a pencil. That is, the typewritten formal contract doesn't say anything about 1664?

A. That was the proposed change on the '38 contract.

Q. You don't know whether it was changed or anything about it?

A. 1938.

Q. 1938. Do you know whether that was ever taken up with the company or not, of your own knowledge, that change?

A. They were supposed to have gone up there.

Q. You supposed they had but you don't know, do you, Mr. Pachek?

A. I wasn't there.

Q. Now, I understood you to say that occasionally when your people in the mine felt like you needed a tool, you would occasionally go by and pick it up and take it in yourself?

A. We would pick it up on our way in.

Q. That is what I mean, you would pick it up on your way in?

A. Yes.

Q. That was not the usual practice, though, and it was only when you felt like you might need it and be delayed that you did that? Usually the company sent the tools in to you?

A. Yes.

Q. Now, I understood you, too, in answer to counsel's question here, with regard to before May 1st—I understood you to say that you didn't have any hoisting to do before May 1st—that is, any material amount of hoisting either before May 1st, or after May 1st—that is, tools?

A. No.

Q. And they work three shifts in that mine, don't they, at the present time?

A. Yes.

Q. And have they been doing that for some time?

A. Been working there for the last five months.

Q. In other words, you don't have a regular cycle there of operations in that mine, and they shoot whenever they get ready to shoot, and they don't shoot, in other words, at the end of the shift, necessarily?

A. No, they blast any time.

Q. That enables them to bring another shift in right behind—bring the third shift in right behind the second shift and run three shifts a day? They do that in that mine, all right, and they are doing it?

A. Yes.

Q. Now, you said, I believe, that when you come to the property, after changing clothes, you went by and picked up a check?

A. Yes.

Q. That was hanging on a board, as I understand it. All you had to do is go by and pick it up and put it on your shirt, or wherever you wore it?

A. Yes.

Q. Then when you came out—this is before May 1st, that I am speaking of—you hung it back on the place where you got it from?

A. Yes.

Q. That was not a very involved and long drawn out operation, was it, Mr. Pechek?

A. No.

Q. All you had to do was reach up and pick it up and put it back?

A. Yes.

Q. And the carbide that you had to pick up in your can —what do you have, a small tin can?

A. Yes.

Q. And is this carbide located in a bin or something of that sort, a barrel that you just go by and dip up your carbide?

A. It was in a bin.

Q. A bin?

A. Yes.

Q. And you just dip up a tinful of it as you went by?

A. The "A" chute.

Q. "A" chute. And you put your cup under the chute and filled it and went on?

A. Yes.

Q. That didn't involve more than a half a minute, or a minute, did it, in filling up your tin?

A. Not much more.

Q. And then you went on from there to the shaft and went down?

A. Yes.

Q. And as I understood your direct examination, you said that you never had been paid prior to May 1st on any other basis than on an eight-hour day at the face?

A. That is right.

Q. Never had been paid for any travel time?

A. No.

Q. And it was only after May 1st, that a rule was handed down by the Department of Labor, that the company began paying you on the collar-to-collar basis and has been doing it since May 1st?

A. Yes.

Q. Now, there are not any material changes in the operations of the mine, other than the changing to collar-to-collar basis, since May 1st? Things are going along pretty much as they always did, aren't they?

A. Yes.

Q. Practically the same. There is no material difference?

A. No.

Mr. Murtha:

Did you ask him if his production is about the same?

By Mr. Bronaugh:

Q. Your production is about the same now as it was before?

A. About the same.

Q. Is your pay about the same?

A. Pay is about the same, too.

Q. Pay is about the same?

A. Yes.

Q. Are you paid on a production basis, contract basis, or what is the basis of your pay?

A. Company account and contract.

Q. Now, I take it that you mean by company account that you get a minimum whether you produce a certain amount of ore or not. Is that what you mean by company account?

A. Well, no, there is many times that the repairing of some sort involved.

Q. Well, I am not talking—then you would be paid on an hourly rate for the time you were working on repairs, is that correct?

A. That is right.

Q. I am talking about while you were producing?

A. That is on a contract.

Q. You mean you have a company account when you are producing?

A. No.

Q. That is all on a contract?

A. Yes.

Q. And that is based on the amount you get out?

A. Yes.

Q. And you say the time that your pay you have been getting—the production that you have been getting is about the same as it was before you went on this collar-to-collar basis?

A. Yes.

Q. How do you account for that. Are you working a little bit harder?

A. I don't know just what it is. I suppose it must be that. Trying to get more work done in a shorter time, maybe.

Q. You have never been in an Alabama mine, have you?

A. No.

Q. Don't know anything about them down there, do you?

A. Nothing.

Q. When your shoot—blast, I believe you call it up here, do you have to wait for a while until the gas or smoke clears out?

A. Yes, it is the general practice to wait for a while.

Q. How long?

A. Well, it all depends on the ventilation, between five to fifteen minutes, most places up in that country.

Q. What do you do while you are waiting for the mine to clear?

A. Well, we sharpen axes or if there is a missed hole, we have to watch the place for a certain length of time, so that nobody goes into it.

Q. You have two men working in the working place?

A. Yes.

Q. What do you call a working place?

A. Slices.

Q. Slices?

A. Yes.

Q. And are those slices as you call them, are they rooms or what we call a stope in our mine, and they lead off from—what do you call it, the drift?

A. The raises.

Q. The raises?

A. Yes.

Q. You have two men in each one of those workin places?

A. Yes.

Q. Per shift?

A. Yes.

Q. And those two men are supposed to do everythin done in that place?

A. Yes.

Q. Did you ever work in any of the pit mines?

A. Never.

Mr. Bronaugh:

That is all.

Re-Direct Examination.

By Mr. Murtha:

Q. Does the fact that they bring the tools almost up t the face of the mine enable you to save some time and pro duce more?

A. Well, naturally, they have got all the tools at the back shaft placed in one pile. Then you have got to pick out your own. Every contractor has their own tool marked and carry them in.

Q. They do that now, since May 1st?

A. I say something like a saw, we do, or a small tool

Q. The large tools are brought in to you?

A. Yes.

Q. Does that save some time?

A. Well, yes, what time it takes to look over the tools back shaft.

Q. That enables you to produce more now than before May 1, 1941?

A. Well, yes.

Q. You do, however, have a cycle of operations, don't you? Just tell what you do after you get to the face, on a normal day?

A. Well, it all depends on what condition we find the place in.

Q. All right, start with any spot.

A. Say we find a place all ready for timber.

Q. O. K.

A. Well, maybe the timber is not there. We have to hoist it up from a sub below, and the timber trammers hook it on for us, so the two of us hoist it up and take it off there and send timber up.

Q. Yes.

A. After the timber is up we start to drill, set up our machines and start to drill.

Q. First you timber. Then you drill, and then what?

A. Then we blast.

Q. Then you blast. And then what do you do?

A. Then we bridge up ahead.

Q. Break up the big chunks?

A. We bridge up first, put up poles over—

Q. Is that a sort of a temporary timbering?

A. Well, it is only poles ahead and a covering so you can walk under there. There is nothing falling down on you.

Q. And then what do you do next?

A. Then we start to scrape, or if there is chunks or anything, we have to blast them again.

Q. And after you scrape, what do you do?

A. Start with the timber again.

Q. And then you repeat that process?

A. Yes.

Q. So there is a definite cycle of operations?

A. Yes.

Q. But up in the Pioneer Mines, iron ore mines, you have no set schedule each day, so that you also end up by blasting or at the end of the shift?

A. No, some places are harder than others. Some places you can't make it.

Q. So you just go along as fast as you can and sometimes you may blast twice a day or timber twice a day or—

A. Sometimes it is a possibility.

Q. But you don't end each shift at any particular spot?

A. No.

Q. While you are waiting for the smoke to clear, don't you sometimes get wedges and timber and drills and sharpen tools, and other minor jobs?

A. Yes.

Q. You have a good ventilating system, apparently, is that true, to get the smoke out after the blasting?

A. Up there it is pretty good.

Q. You are on the 12th or 13th level, are you?

A. Between the 12th and 13th.

Q. They are about a hundred feet apart?

A. Practically a hundred feet—some are less.

Q. And then how far are you in from the station?

A. Better than a quarter of a mile, I would say.

Q. There are no natural facilities for removing smoke. The only way that smoke is removed is through ventilation, isn't that right?

A. That is right.

Q. Do they have blowers and fans?

A. Fans.

Q. Do they use the "A" and "B" shafts for the ventilation, or are there other tubes?

A. They use the "A" and "B" shafts for ventilation.

Q. Do they run tubes from the—

A. No.

Q. (Continuing)—from the shafts?

A. No, they have booster fans. On the 13th level, I know they have two of them. There is one not very far from where we work, and there is one that is coming in from the "A" shaft and one going out, maybe about 200 feet from the "B" shaft.

Mr. Murtha:

I think that is all.

Re-Cross Examination.

By Mr. Bronaugh:

Q. Do you have loading machines?

A. We have scrapers and tuggers.

Q. And the loading is done by machine?

A. The loading is done by—where at? Underground the loading is done by hand.

Q. With shovels?

A. No, the chute men load into the cars and we fill up these raises.

Q. Yes.

A. We scrape.

Mr. Murtha:

Can you explain that briefly?

The Witness:

Yes, we have raises about four feet through, and we have a scraper in there. We put a boom in the breast and a tugger cable running from the tugger to the scraper and then from the scraper to the boom and back to the tugger. It keeps your scraper in motion all the time; it pulls it back and forth.

By Mr. Murtha:

Q. You scrape the ore?

A. Into the raise.

Q. It goes down a hole or chute?

A. Into the raise.

Q. Down to the level, is that right?

A. Yes, down to the level.

Q. And then it goes into a car?

A. Yes, and there is somebody else taking it out there.

Q. You are up in a little room above the level?
A. Yes.
Q. You are between levels?
A. Yes.
Q. You are?
A. Yes.

Mr. Murtha:
I think that is all.

By Mr. Bronaugh:
Q. How much ore do you produce in a day's time?
A. Sometimes maybe for two or three shifts there is nothing.
Q. What would be an average production per week in the mine for two men that are working—average production?
A. I never heard how much the average was.
Q. How about yourself—you and your partner?
A. Well, it is on a three-shift basis, and we work around four rounds a week—about 25 cars per round. It is about a hundred or so cars, per week.
Q. How many men doing that?
A. Six men.
Q. Six men?
A. Yes.
Q. The six men would average around a hundred cars a week?
A. Somewhere around there.
Q. Is that about the average throughout the mine?
A. No, some places they have got a soft place and they can maybe average 25 cars per day, two men.
Q. Are you in the hard part, or the soft part?
A. In a hard part.
Q. So that in the soft part, why, the two men would have a very much easier job in getting out the same amount of ore as it takes six in your place to do it?
A. Yes.

Mr. Bronaugh:
That is all.

(Witness excused.)

4162 SAM E. SWANSON, resumed the stand, having been previously duly sworn, and testified further as follows:

Direct Examination.

By Mr. Murtha:

Q. Mr. Swanson, will you look at Intervener's Exhibit W and tell me what that is?

A. Yes, that is—I don't believe I identified this page.

Q. No, I don't think you did. What is it?

A. It is the minutes of the regular monthly meeting of the Steel Workers' Union that was held on December 9th.

Q. 1938?

A. 1938, yes. I acted as secretary at that time. Our regular recording secretary was unable to be present and he gave me the minute book and our chairman appointed me as acting secretary for that meeting.

Q. And does Exhibit W reflect the minutes of the meeting of Local 1664, on the date mentioned?

A. Yes; it is my handwriting.

Q. All right. I think you testified you have been mining about twenty years?

A. Yes, over twenty years.

Q. Is there any natural ventilation in these iron ore mines in Minnesota, after blasting, or is it done by forced draft?

A. We could say that there is both. In the wintertime, your air below surface is naturally warmer than your outside air, and the warm air has a tendency to go up and would cause a draft in the shaft. But we have fans in

our mines, forced draft, to keep the working air clear of smoke and bring in fresh air. Is that satisfactory?

Q. Yes, that is all.

Mr. Murtha:

Do you want to cross examine?

Mr. Bronaugh:

No.

4163 JOSEPH BOVITZ, was called as a witness, having been first duly sworn, and testified as follows:

Direct Examination.

By Mr. Murtha:

Q. What is your name, please?

A. Joseph Bovitz.

Q. Where do you live?

A. Chisholm, Minnesota.

Q. How long have you lived in Chisholm?

A. Thirty years,—probably more.

Q. Have you ever been a miner?

A. Yes.

Q. In the iron ore mines?

A. Iron ore.

Q. Minnesota?

A. Yes.

Q. Do you know when you started mining, what year?

A. I started in 1907.

Q. Now, tell us the names of some of the mines that you have worked in, or the towns, at least.

A. I have worked in the Spruce mine at Eveleth and in the Hobert at Gilbert, Minnesota.

Q. Where else?

A. I have worked in the Pettit at Gilbert.

Q. Have you ever worked for the Oliver Mining Company?

A. I worked for Oliver in Eveleth. I worked in Chisholm, Minnesota,—Leonard and Clark.

Q. Who do they belong to?

A. Most of them belong to the Oliver Iron Mining Company.

Q. These are all iron ore mines?

A. Yes.

Q. They are all in Minnesota?

A. Yes.

Mr. Bronaugh:

Did he say he worked at the Pioneer Mine?

Mr. Murtha:

No.

By Mr. Murtha:

Q. Now, after 1907, how long did you work in the iron ore mines?

A. I worked there until 1910,—from 1907 until 1910.

Q. And, then what did you do?

A. I worked in town.

Q. Worked in town?

A. Yes.

Q. Did you go back to the mines, then?

A. In 1911 I went back to mining.

Q. How long did you stay this time?

A. Up to 1916.

Q. Well, now, during this period what time did you used to go down to the mine in the morning, if you were on the day shift?

A. In the early days, when we worked ten hours, we would go down ten minutes to seven and come up ten minutes to twelve, and then after they changed from ten

hours to eight, we started to go down fifteen minutes to, and left the place or face at the hour.

Q. Were the hours eight to five or seven to four?

A. We worked from a quarter to eight until twelve o'clock, and then was dinner, and then fifteen to one we went down and come up after five o'clock.

Q. So there was eight hours at the face?

A. There was more.

Q. What?

A. There was more.

Q. A little more than that?

A. Yes.

Q. Because you got to the face a little early in the morning and a little early at noon. What did you do about tools?

A. Why, the tools we got over to the shed; on our way from the place we carried the tools down, and would leave them by the shaft.

Q. You picked up the tools on the surface and brought them down with you?

A. Not exactly. The tools, like the picks and shovels, —they send them down and we collect them and carry them to our places.

Q. Now, do you recall any movement among the miners at that time to get paid for all hours worked, instead of just the time at the face?

A. Well, I figured that we should have something done. We talked about it—

Q. What was the final result in 1916?

A. It finally resulted in a strike.

Q. Did you go to some of the meetings?

A. Yes, that is right.

Q. Did they discuss at the meetings what the strike was about?

Mr. Bronaugh:

We object to what they discussed at the meeting as incompetent and irrelevant.

A. They discussed several things, conditions like that —$3 a day.

Q. Yes, and how many hours.

A. Eight hours.

Q. What eight hours?

A. Eight hours—you left at eight o'clock and came up at five o'clock.

Q. That is collar-to-collar?

A. What you fellows claim collar-to-collar.

Q. That is, if you had an eight-hour day you would be up on top at eight o'clock and then you would go down and then be back again at five?

A. Correct.

Q. With an hour for lunch?

A. Yes.

Q. Now, did you leave the iron ore mines?

A. I did, yes.

Q. Do you know how long that strike lasted?

A. It lasted about three or four months,—it was settled in October or November. Different places settled up at different times, you know.

Q. It lasted several months?

A. Oh, yes.

Q. Did it?

A. Generally the strike lasted there four or five months.

Q. And you went away?

A. I was away when the strike was finished, yes.

Q. You couldn't make a living, so you went away?

A. I went away.

Q. And where did you go?

A. I went to Montana.

Q. Did you work in the mines in Montana?
A. I worked over there in coal mines.
Q. What kind of mines?
A. Coal mines.
Q. Do you recall how many hours a day you worked out there?

Mr. Bronauge:

We want to interpose an objection to this line of questioning, the same as we have done about the Minnesota mines, on the ground that it is incompetent and immaterial.

A. We worked eight hours over there.

By Mr. Murtha:

Q. And do you recall when the eight hours would stop and when they would start?
A. We left the tipple at eight o'clock, and came back on the tipple at five o'clock.
Q. Where is the tipple?
A. Well, the tipple is where they wait.
Q. It is on the surface at the shaft collar?
A. Yes.
Q. It is used for handling coal?
A. Yes.
Q. After it is mined?
A. Yes.
Q. Did you return to Minnesota?
A. Yes, I returned to Minnesota afterwards.
Q. And did you go back to mining?
A. I went back to mining.
Q. Do you remember what mine?
A. I started to work in the Chester mine.
Q. What mine?
A. The Chester Mine.

Q. And then what next?

A. The next mine was the Chandler—or the Leonard mine.

Q. The Leonard mine?

A. The Leonard mine.

Q. Of the Hanna Company?

A. The Hanna Company at Chisholm.

Q. And you mined for how long there?

A. I worked there around 1925.

Q. And then you were away from mining for a few years?

A. I have a correction there—I worked there up to 1921.

Q. And then what?

A. And then I worked in a grocery store for one year and then I come back.

Q. About '22 or '23?

A. Yes.

Q. And then you worked until 1925?

A. Until '25 at the Leonard mine.

Q. And then you were off for a while?

A. And then the property stopped operations there.

Q. About '32?

A. No, the Leonard mine stopped in 1925.

Q. Twenty what?

A. '25.

Q. And then you were off for a while?

A. And then off for a while, and then the same year, 1925, I started to work for Dunwoody.

Q. The Dunwoody mine?

A. Yes.

Q. Where at?

A. Chisholm.

Q. And then how long did you work for them?

A. I worked up until around 1929.

Q. Have you mined since then?

A. A little bit. I worked for the International Harvester Company, and one year for Republic Steel.

Q. When did you come back from Montana?

A. January, 1917.

Q. And what were the conditions after that?

A. The conditions were all the same then.

Q. All the same?

A. All the same.

Q. Was it true that these mines, during this period that you worked for, were on an eight hour day?

A. An eight-hour day, that was the condition.

Q. Did the miners work eight hours a day?

A. They worked even more.

Q. They worked more?

A. Eight hours was face-to-face. That is what they wanted, but—

Q. Did the miners work more than that?

A. Lots of times.

Q. Did you belong to any organization, union?

A. Yes, I did.

Q. What was their program?

Mr. Bronaugh:

We object to the program as incompetent and immaterial.

A. When I joined the union, the first thing was to abolish the contract and establish what you call the eight-hour day.

Q. Abolish the contract?

A. The contract, yes.

Q. And eight hours would start and stop when?

A. Well, we discussed it, that we worked not eight, but we really worked eight hours and a half, and sometimes more. We tried to improve the conditions.

Q. Were you an officer of this union?

A. Yes, I was president.
Q. You were president?
A. Yes.
Q. And about when was this organized?
A. That was 1919.
Q. 1919?
A. 1919.
Q. Later than that?
A. Well, I was president—
Q. Several years?
A. Yes.
Q. And you speak of an eight-hour day that the union wanted?
A. Yes.
Q. Now, where would the miner be when the eight hours started, at the beginning of the shift?
A. According to our figure, they should be at the top of the shaft, at the collar.
Q. And at the end of the eight hours?
A. Should be up on the surface again.
Q. Were you ever able to secure that from the mining company?
A. No, we didn't, because we wasn't organized enough.
Q. Now, were the miners satisfied or dissatisfied, with respect to the failure of the company to pay them eight hours collar-to-collar?

Mr. Bronaugh:
We object to the question on the grounds that it calls for incompetent and immaterial testimony.

By Mr. Murtha:
Q. Just answer—were they satisfied or dissatisfied?
A. They were not satisfied.

Mr. Murtha:
You may cross examine.

Cross Examination.

By Mr. Bronaugh:

Q. When was it you were in Montana?

A. 1916.

Q. For how long?

A. For four months.

Q. You just worked out there four months and then came back to Minnesota?

A. Yes.

Q. And what mining company did you work for out there?

A. Where do you mean?

Q. In Montana?

A. International.

Q. International?

A. International Coal Mining Company.

Q. What town were you in?

A. What?

Q. What city or town were you in?

A. Bear Creek, Montana.

Q. And that was a coal mine?

A. Coal mine.

Q. And did I understand you to say that you worked eight hours or ten hours out there?

A. We worked in Montana eight hours.

Q. Was that on a collar-to-collar?

A. Collar-to-collar.

Q. Collar-to-collar?

A. Yes.

Q. And you got paid then out there for all the time, from the time you left the surface until you got back to the surface?

A. That is right.

Q. Now, in Minnesota, though, it never has been the practice to pay the miners for travel time, has it?

A. No.

Q. And you have known about it for 3[illegible] years, of your own knowledge?

A. Yes.

Q. And you know that the companies never did pay for the travel time up until May 1, 1941? That is correct, is it not?

A. Yes.

Q. Now, did they ever pay them for any part of the travel time? In other words, was there ever a system like men going in on their own time and coming out on company's time in these mines in Minnesota?

A. When the company hired me, I figured that when I got instructions or orders, from that time that I should be paid.

Q. I didn't ask you that. I said, has it ever been the practice in this place, in the Minnesota ore mines, to pay the men on the basis of paying them for the work at the face and travel time one way?

A. They paid us one way.

Q. One way. Has that been the case up here all along?

A. No,—pardon me?

Q. Well, now, let me ask you this. Maybe we can get at it another way. What time did the day shift start?

A. Fifteen minutes to eight o'clock.

Q. Fifteen minutes to eight. At fifteen minutes to eight you were supposed to be down in the mine at the working place?

A. We started to go down.

Q. You started to go down?

A. We started to go down.

Q. And where was that?

A. All over any mine.

Q. All over these mines here in Minnesota?

A. Yes.

Q. And what time did you get to your working place?

A. Well, I just worked—come down to the working place. At ten minutes to eight I was in my working place.

Q. What mine was that?

A. In the Leonard mine.

Q. The Leonard mine?

A. Leonard mine.

Q. Is that where you worked most?

A. Yes.

Q. Most of your mining life underground has been at the Leonard mine?

A. I worked there almost—you can say ten or eleven years.

Q. And you would leave the top of the ground, or the collar, or whatever you call it, and you would be at your working place in ten minutes?

A. Yes.

Q. Now, your shift started at eight o'clock, and you would leave the top at fifteen minutes to eight?

A. Right.

Q. So that was your time that you went in on. The company didn't start paying you until eight o'clock, did they?

A. We were supposed to go.

Q. I understand that. Then when you left, what time did you leave the face?

A. We leave the face at probably two minutes to the hour, but you couldn't catch the ladder until the whistle blew at the top.

Q. You left your working place before the whistle blew?

A. Most of the time we did that.

Q. And walked back to the loading station?

A. Yes.

Q. Down underground?

A. Yes.

Q. And then, when the whistle blew, that meant that the shift was over?

A. We started to go up, yes.

Q. And then you would go up?

A. Yes.

Q. So that the effect of that was that you went in on your time, and came from the face of your working place to the underground loading station on the company's time, and then when the whistle blew you were raised up to the top again on your time?

A. Yes.

Q. Because the shift was over. And you say that was the way it operated at the Leonard mine all the time you were there?

A. Yes.

Q. And has been, so far as you know, down to the present time until May 1, 1941?

A. Up until the time that I was working there.

Q. When did you leave there?

A. 1925.

Q. Was that same system followed in other mines?

A. The same system.

Q. Now, then, what are you doing now, Mr. Bovitz? What are you doing now? How are you making a living now?

A. Well, you mean from 1925?

Q. Yes.

A. Well, I worked for different mines.

Q. What mine are you working in now?

A. The Dunwoody.

Mr. Murtha:

Not now—

By Mr. Bronaugh:

Q. What are you doing at the present time?

A. Right now I have been working at WPA.

Q. WPA?

A. Yes.

Q. For how long?

A. For about probably 14 months.

Q. And what did you do before that?

A. Before I worked for the City of Chisholm?

Q. The City of Chisholm?

A. Yes.

Q. How long has it been since you worked underground in a mine?

A. From 1932.

Q. '32?

A. Yes.

Q. And where was that?

A. That was the Alexandria Mine.

Q. Alexandria Mine?

A. The Alexandria Mine.

Q. Where is that located?

A. At Chisholm, Minnesota.

Q. Who operates that mine?

A. It was operated jointly with the Cleveland Cliffs and the Republic Steel.

Q. The Cleveland Cliffs and Republic Steel?

A. Yes.

Q. They jointly operated it?

A. Yes.

Q. Now, all these mines that you mentioned are the shaft mines—vertical shafts?

A. Yes.

Q. They don't have any slope?

A. No.

Q. And the men are hoisted to and from the unloading station?

A. Yes.

Q. And walk from this point to where they are supposed to do the work?

A. Yes.

Q. And I suppose the time that it takes them to do that walking varies with the distances that they have to go?

A. They are not very far distances.

Q. The distances are not very far?

A. No.

Q. You don't have long distances to walk after you get to your unloading station. And wouldn't you say that it would be a fair statement to say that it would be probably 10 or 12 or maybe 15 minutes,—that is, as long as it takes a man to get to his working place in most of these mines up here?

A. It depends on where your place is.

Q. Would 15 minutes be about average?

A. We can say the average is about 15 minutes.

Q. One way?

A. Yes.

Q. Now, I don't suppose that you have been familiar with the actual mining practices of underground mining since 1932?

A. I haven't worked no more in the mines.

Q. Now, back yonder, when you said in 1916, when they had a strike, there were a number of questions that the union was interested in at that time. Higher pay and union recognition and all of those points, were they involved?

A. Yes.

Q. And when the union didn't get them, why they struck?

A. Yes.

Q. And that is when you left and went somewhere else to work?

A. Yes.

Q. What union was that?

A. That was the IWW.

Q. The IWW?

A. Yes.

Q. All of these mines that you mentioned here that you worked for, they have different levels that the production work goes on?

A. Yes.

Q. And is it usual for them to have the ore up here above the level, so that they can blast the ore down?

A. I don't get your—

Q. Well, as I understand it, in a good many of the mines when the company opens up a level, they so arrange it so the ore is at a point above the floor of that level, and then they undercut the ore and let it fall down into chutes, and it goes down to cars down below. Have you ever operated or worked in a mine like that?

A. I did, but it is not exactly like that.

Q. How is it?

A. When you come in you walk on your level—

Q. Well, we can say this, that the distances up to that ore varies from the bottom of the level, don't they? You have to climb up there to work at the face, don't you?

A. Yes.

Q. Do they have ladders that you can climb up and down on?

A. When you come to your level to the top of the mine surface, you got to climb down.

Q. You climb down?

A. You climb down, and up, too.

Q. How long did you work at the Dunwoody Mine?

A. I worked in the Dunwoody about six or seven years.

Q And that is operated by the Pickans & Mather Company?

A. Yes.

Q. Where is that located?

A. That is the Chisholm Mine.

Q. Were all these mines that you worked at around Chisholm?

A. I worked in those mines that I mentioned.

Q. I mean the ones that you mentioned, are they in and near Chisholm?

A. Yes.

Q. And what range is that?

A. Well, that is the Mesabi Range.

Q. You call that the Mesabi?

A. The Mesabi.

Q. And all of these mines that you referred to are underground mines?

A. Yes.

Mr. Bronaugh:

I think that is all.

Re-Direct Examination.

By Mr. Murtha:

Q. What was the Local that you were president of?

A. That was 1903.

Q. 1903?

A. Yes.

Q. What union?

A. That was the Miners and Smelters' Union.

Q. How old are you, Mr. Bovitz?

A. Well, almost 52,—I have a couple of months to go yet.

Q. Well, you haven't been working in the mines since 1932?

A. No.

Q. Have you attemp'ed to get work in the mines?

Mr. Bronaugh:
We object to that, as being immaterial and incompetent.

By Mr. Murtha:
Q. Have you?
A. Yes.
Q. Have you been successful in getting a job?
A. No.
Q. You have not?
A. No.

Mr. Bronaugh:
We object to that as immaterial and incompetent.

By Mr. Murtha:
Q. Do you know why you can't get a job?

Mr. Bronaugh:
That is objected to as immaterial and incompetent.

A. Probably because I am too old, and far back when I was a little more active in the labor organization, that is what I think caused it.

Mr. Bronaugh:
I move to exclude his answer.

By Mr. Murtha:
Q. You are still able to mine?
A. Oh, yes.
Q. Now, tell me, Mr. Bovitz, do you waive examination of the deposition after it is written up?
A. Yes.
Q. You waive having it read to you or signing it?
A. Yes.
Q. Or reading it yourself?
A. Yes.

Mr. Murtha:
That is all.

(Witness excused.)

Mr. Murtha:
I offer in evidence Intervener's Exhibit 1, and I also offer in evidence Intervener's Exhibits A to Z, inclusive, and Z-1 to Z-31, inclusive.

Mr. Bronaugh:
All right, we want to object to the introduction of each of those exhibits separately and severally on the grounds that they are incompetent, immaterial and irrelevant, and do not tend to prove any material issue involved in this case, and on the ground that they are not properly identified or proven, and on the ground that it affirmatively appears that some of the minutes which constitute some of these exhibits are in the handwriting of other people than the persons who actually made the minutes and took the minutes at the meeting and purport to be copies of what took place at the time at the meeting; and on the further ground that they are matters that occurred between parties not involved in this litigation, not connected with the plaintiffs in this litigation and that the matters and things that appear therein are not binding upon these plaintiffs; and on the further ground that they are not properly authenticated.

(Whereupon, at 12:50 p. m. a recess was taken to 1:30 p. m.)

Afternoon Session.

(Resumed pursuant to recess.)

1:30 p. m.

4181 ANDREW SOPKO was called as a witness, having been first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Murtha:

Q. What is your name?

A. Andrew Sopko.

Q. Where do you live?

A. Ironwood, Michigan.

Q. What do you do there?

A. What is that?

Q. What do you do up there?

A. I am working as a laborer on the surface now.

Q. For who?

A. For the Pickans & Mather Mining Company.

Q. Well, they are owned by—

A. Youngstown Sheet & Tube Company. Of course, that is where I get my pay. My pay check is the Youngstown Sheet & Tube Company,—Pickans-Mather.

Q. And is this in Ironwood, Michigan?

A. Ironwood, Michigan.

Q. Do they have a mine there?

A. Yes.

Q. What kind of a mine?

A. Iron ore mine.

Q. Have you ever been an iron ore miner?

A. Too long.

Q. How long?

A. I wouldn't say too long, because I have been working in the rocks too, you know. I have been doing what they call exploring work.

Q. How many years have you had anything to do with iron ore mining?

A. Well, not to tell any lies, just about 35 years right now.

Q. In this country?

A. No, not exactly; it is from 1910 in this country.

Q. Before that?

A. In the Old Country.

Q. Were you an iron ore miner?

A. Yes.

Q. In the Old Country?

A. Yes, sir.

Q. What country?

A. That was in Austria-Hungary then.

Q. I see. Now, you came over here in 1910?

A. Yes, sir.

Q. And you went to work for what company at that time?

A. Well, I started for the Oliver Mining Company.

Q. The Oliver Mining Company?

A. Yes, sir.

Q. What town?

A. The Norie Mine at Ironwood, Michigan.

Q. The Norie Mine at Ironwood?

A. Yes.

Q. And that is iron ore?

A. Iron ore.

Q. And did you work as a miner underground?

A. Not exactly at that time. I was a trammer.

Q. You were a trammer? How long did you continue in that capacity?

A. Not long, because I couldn't work there long. I worked there 21 days and I went to work as a miner.

Q. The same company?

A. For the same company, but different mines, because there was different captains, you see.

Q. Now, how long did you continue to work as an underground miner for the Oliver Mining Company?

A. Until 1915.

Q. And what happened?

A. Well, I went to Newport then.

Q. Then you went to the Newport mine?

A. Sinking shaft.

Q. And who owned the Newport Mine?

A. Schlesinger from Milwaukee.

Q. Is that the mine that you are working in now?

A. Yes, sir, it is the same mine. I wouldn't say exactly by the same shaft—it is the same property.

Q. The same mining property?

A. The same property.

Q. And when you start as an underground miner at Newport?

A. You see, I was working for a short time, three men in the gang, driving a drift in the ore. But then I was put up as a foreman, you see, by the captain at the Newport Mine, and I was there as a foreman until 1921, until they closed the mine.

Q. And did they close the mine?

A. They closed the mine down for nine months.

Q. Why?

A. I couldn't answer that question why.

Mr. Bronaugh:

We object to that.

By Mr. Murtha:

Q. Were there labor difficulties?

A. No labor difficulties, no.

Q. Then what happened next?

A. Well, I was living in Ironwood with my family, and it was a poor time to get jobs then, because that was slack times then.

Q. Did you go back to underground mining?

A. No, I hang around here and I was working off and on here and there in the plumbing shop as a helper to try to get by, make a few pennies to keep my family. In 1922 I went into Illinois.

Q. And did you work at mining in Illinois?

A. Yes, sir, I did.

Q. What kind of a mine?

A. A coal mine.

Q. Coal mine?

A. Yes, sir.

Q. Who owned that?

A. Well, the Standard Oil Company that I was working for there.

Q. Did you return then?

A. Returned to Ironwood.

Q. Returned what?

A. I returned to Ironwood.

Q. What year?

A. 1925, in December.

Q. Were you an underground miner?

A. What do you mean?

Q. After that time?

A. Right here when I returned back?

Q. After '25, yes.

A. Well, yes, I started to sink shafts again over in Wisconsin, what they call the Carry Mine in Hurley, Wisconsin.

Q. And did you work for the Oliver Mining Company at the Norie Mine, or the Newport Mine after that?

A. Yes, I did. You see, I was working at the Carry Mine, and I started to work right then when I come from Illinois, and I started to work in a shaft there. Then I

was working there until about in the middle part of April, I think, at the Carry Mine. Then I quit there and I worked for the Montreal Mining Company.

Q. When was that?

A. That was in 1926.

Mr. Bronaugh:

Where was that?

The Witness:

The Montreal Mining Company.

By Mr. Murtha:

Q. Was that in Canada?

A. It is the Montreal—like a village.

Q. It is a mine?

A. Like a village or town, or whatever you are going to call it, you see.

Q. Not in Montreal—

A. It is the Montreal Village. At the same time they have a mine there.

Q. It is in Michigan?

A. No, Wisconsin.

Q. Wisconsin?

A. Wisconsin, you bet.

Q. You worked there as a miner?

A. As a miner, yes.

Q. Now, from 1926 to 1927—

A. That was in '26.

Q. Where were you in 1926?

A. From there again I went over to the Oliver Mining Company.

Q. And then what happened?

A. And I worked there until 1927, February 1st, and I started at Newport in February, 1927.

Q. And you stayed there how long?

A. I am staying there right now, never have been laid off, or never have been—.

Q. But you were doing underground mining, weren't you, from '27 to '35?

A. What is that?

Q. Were you doing underground mining?

A. Oh, yes, quite a bit.

Q. Were you a foreman?

A. Yes.

Q. You were a foreman?

A. On three different occasions.

Q. Well, part of the time you were a foreman and part of the time you were an underground miner?

A. Yes, sir.

Q. Were the hours always the same during this period up to 1935?

A. They were always the same—no, I couldn't say, because first we had ten hours and then we had eight hours. I don't know exactly when it was eight hours—I think it was in 1912 or '13.

Q. 1912 or '13 over here they reduced the hours from ten to eight?

A. Eight, yes.

Q. Eight hours. What did that mean?

A. Well, eight hours means from—I think it is eight hours from face-to-face, you see.

Q. You say—now, did you work any longer than that each day?

A. I wouldn't say that I had to do hard labor, but I was there.

Q. Yes, and doing what?

A. Well, of course, I changed my clothes. I went in there and I had to be there. They sent me down about half an hour before I start to work, you see.

Q. What did you do from the time you arrived on the mining property until you—

A. Well, the first thing I do is enter the dry and open my locker and take my clean clothes off and put the working clothes on.

Q. Yes.

A. Then when I was ready dressed, we had to get the carbide lamp, and I get my carbide lamp and everything ready, and then we go to the shaft, you see. And we have to be there on time like have an hour before our working time, you see.

Q. Do you know what time you descended?

A. What time we descended, you say?

A. (Q.) What time did you go down?

A. Well, I says a half hour before,—that was the limit set, you see.

Q. Do you remember what time you were—

A. Well, what time,—of course, we had different schedules before, and it is different schedules now. Before we was working for the Newport at seven o'clock, and at six-thirty we would go down.

Q. Now, how long would it take you from the time you left the surface until you got to the face?

A. When I left the surface, we entered the cage.

Q. Yes.

A. It depends on where you are working, because everybody is not working in one place, you see,—it depends on where you are working.

Q. What is the average?

A. The average—well, I wouldn't say the average, because somebody is working right in the end, you see—right at the boundary, and when you are working at the boundary, it takes you so much longer, you see. When you are right in the front here, it might take you probably only five minutes.

Q. What is the longest or shortest time?

A. It takes you sometimes 15 minutes.

Q. What is the average?

A. Fifteen minutes it takes you to get right down to the end there. They have tried to drive the drift there so you have in both east and west the same distance,—I think so, anyway.

Q. Now, how deep were the mines at these various places? What was the deepest mine?

A. Well, this is the deepest mine I am working.

Q. Newport?

A. Newport, yes.

Q. How deep is that?

A. Maybe a little better than 3,000 feet. I wouldn't say 31, but maybe a little better than 3,000 feet That is not where they are mining the ore. You see we are exploring now.

Q. What is the deepest level where they are working?

A. It is 2,700,—pretty close to 2,800.

Q. The levels are a hundred feet apart?

A. We don't have no levels at the new shaft now, you see. We just got two levels now.

Q. Do you know how long it takes the cage to go down to 2,700 feet and back?

A. What is that?

Q. How long does it take the cage to make a round trip?

A. Oh, yes, I do—I time it.

Q. Where the level is 2,700 feet?

A. Oh, I have timed that many times.

Q. How long is it?

A. You see, the shafts where I am now, it takes about six minutes one trip.

Q. A round trip?

A. That means up; the other one is coming down, you see.

Q. I wanted a round trip, from the time the cage leaves the surface and goes down 2,700 feet and then comes back 2,700 feet.

A. They figure ten minutes, but I say it is twelve minutes, because you have to have the men enter the cage, you see. But if you figure to just what you are lowering the men down, it is about ten minutes, I think. It takes a couple of minutes to enter the men into the cage and fill up the cage.

Q. Now, during this period, after the eight-hour day at the face, you say you are lowered about a half an hour before the time started running?

A. Yes, sir.

Q. Would you reach the face before the hour?

A. Oh, lots of times, sure.

Q. You would reach the face sometimes before the hour?

A. Oh, yes, I did, sure.

Q. Now, at the end of the day—where would you be at the end of the eight-hour period?

A. You see, just about five minutes after the quitting hour—

Q. Yes.

A. (Continuing.) —they send a man up, you see, so everybody goes by the shaft then.

Q. How about the lunch hour during this period?

A. Well, we had our own lunch hour underground, you see.

Q. Underground all the time?

A. All the time.

Q. How long a period?

A. Half an hour.

Q. And would it be near the face?

A. It was right there, where we had been working.

Q. You would stop and eat?

A. We had fixed a place up, where we had it more clean.

Q. Where would you be then at the end of the working day, at the station?

A. Yes.

Q. And on the level?

A. On the level, yes.

Q. Ready to be hoisted up?

A. Yes, waiting for the cage to get a change to go up.

Q. And what time would you arrive at the surface?

A. Well, that depends on what cage you took in the morning.

Q. The first cage?

A. I generally had this habit—if I went down on the first cage, I wanted to get the first cage up.

Q. Yes. Now, suppose you took the first cage, when would you arrive on the surface at the end of the shift?

A. I would say ten minutes after the hour.

Q. What would you do after you arrived on the surface?

A. Right to the dry and take my dirty clothes off, and go in and take a shower bath, and wash.

Q. What was the farthest in from the station, the level station, that you ever had to go?

A. I just imagine here not long ago.

Q. What is the furthest?

A. I think it is about 15 minutes in our mine.

Q. How many feet?

A. I couldn't say how many feet we had, but I think it is pretty close to over 3,000 feet.

Q. Yes. That is the greatest distance?

A. That is the longest distance, I think it is in the Newport, anyway.

Q. And how many men work in the Newport mine now?

A. I am not very much familiar with how many men, but if they hit the 300 mark, I think that means it includes everything, you know, the office and everything.

Q. About 300 men. Was that true in '27 to '35?

A. What is that?

Q. Is that how many men they had—

A. Oh, you mean, you asked me about that time?

Q. Yes.

A. Well, '25, you mean?

Q. No, 1927 to 1935.

A. Oh, they worked more than that, then.

Q. What was the most men they had during that period?

A. Oh, I suppose around pretty close to five hundred men. I think so, anyway, because they laid off quite a bunch of men after that, you see.

Q. Do they have an employee representative system?

A. Yes.

Q. At Newport?

A. Yes.

Q. Were you ever on the committee?

A. I was the first representative representing the miners.

Q. What year was that?

A. 1934 and '35, I finished *by* term in 1935.

Q. What were your duties?

A. Well, we met every month, you see.

Q. Who would meet?

A. The representatives from what they called the Newport group—not the Newport group but the Pickans-Mathers group.

Q. The Pickans-Mather group?

A. That is the Sunday Lake and Plymouth Mines, and the Anvil, and the Newport mine and the Carry mine. They met,—every second month, the company representatives met together, you see. That was a joint meeting.

Q. A joint meeting of who?

A. Well, with the miners' representatives. You see, the company's representatives and the miners' representatives called a joint meeting. That was every second month.

Q. Would the representatives of the Newport Mine meet each month with the officials?

A. With the officials, no.

Q. Who would they meet with each month?

A. Just with their representatives.

Q. Oh, the representatives would meet—

A. Together.

Q. The representatives of all the mines would meet, is that right?

A. Yes.

Q. And every two months—

A. The company would have their representatives and the miners would have their representatives.

Q. And they would meet together?

A. Yes.

Q. All right. Now, what was the purpose of this plan?

A. Well, I tell you the purpose why we have that system—I don't see no purpose.

Q. What did the committee do?

A. Well, it was just supposed to be what they call—if you had some grievance, you know, you were supposed to thresh it out with the officials. But when it came to threshing out something, or to improve some of your miners' conditions, or anything like that, you wouldn't be able to do anything, you see.

Q. Would this committee speak for these miners?

A. Well, the majority for the mining company—

Q. How would you know what the miners wanted?

A. Well, you see, that was the start, and the miners didn't know what—

Q. Just a minute. Now, did the miners come to you and tell you about their grievances, and then when you presented these grievances to the mining officials at these meetings, you would speak for the miners, is that correct?

A. Yes, it is.

Mr. Bronaugh:
We object to that.

By Mr. Murtha:
Q. Now, what were some of these grievances that were made?

Mr. Bronaugh:
We object to that as irrelevant and incompetent.

A. During my time there was not so very much brought up to me, only except about drinking cans of water cans, you see, in the mines. They were getting rusty, these tin cans, you see. When you keep your water there, underground, they get rusty. We asked if we could have glass jugs, and we got them, you see.
Q. And what else?
A. And there was nothing else brought up to me, only they wanted to have some kind of a benefit. They wanted eight hours from collar-to-collar. That is the least things we asked for, because we wouldn't hurt the company with that. You see, if you hurt the company, you are no good. So, not to try to hurt the company because the man is working just the same, you see—so, I thought, you see, eight hours, so we wouldn't have to be so many hours on the job.
Q. Now, did you present to this committee, during 1934 and '35,—did you present grievances to the mining company officials at these meetings, including the request for pay for all hours, collar-to-collar?

Mr. Bronaugh:
That is objected to as incompetent and immaterial.

A. Well, we didn't ask for pay. We tried to get the eight-hour collar-to-collar.
Q. Yes.

A. And we couldn't request to be paid, but I says, "We want to get this eight-hour from collar-to-collar."

Q. What do you mean by eight-hour collar-to-collar?

A. Well, I suppose it means when you start to get ready to go down.

Q. And that runs how long, until when?

A. What do you mean?

Q. What do you mean by eight-hour collar-to-collar?

A. Well, if I go down at eight o'clock, I want to be up at four o'clock. That is what I call eight hours from collar-to-collar. If I go down at eight o'clock, I want to be up at four o'clock.

Q. Now, how about lunch time?

A. Well, we had lunchtime all the time under ground, but that was our time, you see.

Q. Yes.

A. We never had any time on the company time.

Q. Eight hours collar-to-collar, except for the half hour for lunch?

A. Yes.

Q. All right. Now, who did you talk to—what representatives of the company were there? Do you remember the names of any of them?

A. Oh, yes, sure—you bet I remember. I wouldn't say every one of them, but most of them anyway.

Q. Can you name some of them?

A. Oh, sure—Albert Beisel and Gustavson.—I don't know his first name. He is the Sunday Lake Mine man. I know his first name—I knew it when I was there, but I have forgotten it.

Q. Are these company officials?

A. No, they were supposed to be representing labor.

Q. Well, then, I want you to name, if you can, any of the company officials.

A. Oh, yes, I can, sure. Henry Eplett.

Q. Who else?

A. Eddie Hill.

Q. Who else?

A. Joseph Gorilla.

Q. Now, did the company grant your requests?

A. Never,—well, small things, like I just mentioned about this glass jar.

Q. Did they ever give you the eight-hour collar-to-collar?

A. Never. The superintendent laughed at me when I asked for it.

Q. You discussed it more than once?

A. Well, with the superintendent only once, but at the meeting twice.

Q. Now, what did the miners do after the company turned down the request for an eight-hour collar-to-collar?

A. They couldn't do nothing.

Q. They couldn't do anything through this employee representative plan?

A. Not very well.

Q. Did they attempt any other means of presenting their claims?

A. Not very well, because—

Q. Did they form a union?

A. I suppose they took the example of my case, when I happened to make a little remark about going to Hurley.

Q. Yes.

A. Underground, you know, and coming around the shaft too early before going down, you see. So I was called to the office and I had to lose a shift, you see.

Q. Yes.

A. And when I was called into the office, the superintendent told me what I was called for.

Q. What was it that you did wrong?

A. They complained that I was stopping the men from going down early. You see, they had a complaint

in the office, so that is what the superintendent called me in for, because, you see, some body went in that time and said that I am stopping the miners from going down too early underground.

Q. Now, did the miners form a union?

A. Yes, we had a union then already, you see.

Q. What union was that?

A. It was the American Federation of Labor. Of course, what they call the company representation plan —my fellow members, what they called representatives, was supposed to be representing labor, and they wanted to throw me out from there, you see. I am not supposed to be representing two organizations.

Q. Oh, the union didn't like your being a employee representative?

A. No, they didn't, you see.

Q. Do you know whether, since May 1, 1941, there are any changed conditions in the Newport Mine?

A. Well, personally, I couldn't say. Only I have a son working there and he says there is.

Q. What changes are there?

Mr. Bronaugh:

I object to that on the ground that it has been admitted that the witness doesn't know of his own knowledge.

By Mr. Murtha:

Q. You are working around the grounds, now?

A. I am not underground; my step-son is underground.

Q. You are on the surface?

A. I am on the surface, yes.

Q. Do you know what time the men go down?

A. Sure.

Q. What time do they go down?

A. I am by the shaft pretty near every day now.

Q. What time do the men go down now?

A. Never go down before 7:30.

Q. And what time does their time start running?

A. What is that?

Q. When does their time start running now?

A. Well, the time starts running, I guess, at 7:30, and about four o'clock the first cage is up, you see, and they have a half an hour for dinner.

Q. The first ones down are the first out?

A. Yes.

Q. They work eight hours collar-to-collar now?

A. Yes,—eight and a half with the dinner hour for their lunch time.

Q. Yes. Do you know whether there are any changes in what the men do before they go down, and after they come up on the surface?

A. The same system.

Q. Do you know what the situation is relative to bringing the tools to the men?

A. The tools?.

Q. The tools.

A. Well, you see, Newport—he had always—

Q. They had always had what system?

A. The Newport Mining Company has had the system all the time where they have the men taking care of bringing in timbers for the miners, and then the same thing with the lagging and with the tools. They don't carry the tools to the face, but they hoist them up pretty close to the working place.

Q. At Newport they have done that for several years?

A. For a long time.

Q. How many years back?

A. Oh, as long as I can remember.

Q. In this mine at Newport, and at the other mines in Michigan, where is the face of the mine, with relation to the level?

A. You mean where the man is working?

Q. Y[illegible]

A. The face there is where he works.

Q. Yes. How does he get to it, though? Does he climb up from the level?

A. Yes.

Q. Well, now, you are under subpoena to be here? You have been served with a subpoena to come here to-day to testify?

A. Yes.

Q. Now, I want to ask you one other question. Do you waive the examination of your deposition after it has been transcribed, and will you waive the reading of it or having it read to you afterwards?

A. Yes.

Q. Will you waive that?

A. Yes, you bet.

Mr. Martha:

You may cross examine.

Cross Examination.

By Mr. Bronaugh:

Q. You say you came to this country in 1910?

A. Yes.

Q. And you have been working in and about mines almost all the time since 1910?

A. Yes, for a long time.

Q. In and around the mines?

A. Yes.

Q. A great part of that time you have been in the actual production of iron ore? That is, getting out the ore itself?

A. Yes.

Q. A large part of that time you were doing what I could call development work; sinking shafts and making drifts, is that what you call them?

A. Driving drifts.

Q. Drifts. That is what I am trying to say.

A. That is what you have to do before you get the iron ore away.

Q. As I understand it, you have been in mines and worked in mines in Michigan and Wisconsin and Minnesota?

A. Yes, sir.

Q. In this country?

A. Yes, sir.

Q. And it is true, is it not, that in all those places, all the mines you have ever worked in, it has never been the practice to pay the men for time spent in traveling to and from the face or place where they worked?

A. Never been.

Q. Until May 1, 1941?

A. Sure, that is how it was.

Q. Prior to May 1, 1941, in every mine that you have ever worked in,—

A. Well, you see—

Q. Wait a minute, now; let me finish the question. In every mine that you have ever worked in, you left the top before the shift began?

A. Yes, sure.

Q. And you left the bottom after the shift ended?

A. Yes.

Q. So that that meant that you were traveling both in and out on your own time?

A. Yes, sir.

Q. All right, didn't it get to be later in some of the mines that you worked—didn't you go in on your own time and come out on the company's time?

A. We never did.

Q. You came out before the whistle blew?

A. Not me, anyway.

Q. You didn't?

A. No.

Q. Did they, at any of the mines you worked in?

A. No.

Q. So in every mine you worked in, you worked eight hours at the face?

A. Ten hours before they reduced it to eight hours, and then eight hours.

Q. And the traveling time that it took to go to and from the place of work was on your time?

A. Yes.

Q. You didn't get paid for that?

A. No; sir.

Q. In every mine you have ever worked?

A. In every mine I have been working, I was on my own time.

Q. Now, since May 1, 1941,—Are you mining now?

A. No.

Q. You don't know?

A. No, I couldn't testify today how it was.

Q. All right. Now, all of the mines that you worked in were mines that had vertical shafts?

A. Not every one. The Norie Mine, the first mine I have been working in here in the United States, it was an inclined shaft.

Q. What mine?

A. The Norie Mine.

Q. And how long did you say you have worked there?

A. I have been working four or five years. I quit Norie and went to Aurora, but for the company, you see, the same company, only different captains.

Q. We are not interested in that. I want to know how many mines you worked in in this country that have not been vertical shaft mines?

A. How many?

Q. Yes.

A. Well, that is only two—three vertical shafts I have been working in in Michigan and Wisconsin.

Q. Three vertical shafts?

A. And the others were all incline.

Q. All incline?

A. Yes, sir.

Q. How did they run, on tracks?

A. Yes, on rails.

Q. Now, did they haul the men in and out of those mines?

A. No.

Q. Did the men have to walk?

A. They had to walk.

Q. And how far would they walk from the top? What is the longest distance you knew in any of the mines?

A. It is fifteen minutes, I said.

Q. And did they transport them in any of the mines?

A. Not in the iron ore mines; maybe they are now. I understand—I hear it so lately.

Q. I am just talking about your experience.

A. No.

Q. Now, in the Newport Mine—that is the one you have worked most in, isn't it?

A. Yes, that is the most I have worked in.

Q. And that is a vertical shaft mine?

A. Yes, but we had an inclined shaft when I started there.

Q. All right. Now, they load the ore in the stope?

A. I don't know what he means by a stope, you see, because we don't have stopes. We have got wings.

Q. I mean where your cars ran?

A. You mean, going down the mine, in a shaft.

Q. You use cars to haul your coal out. Do you have different levels in those mines?

A. Yes, we have.

Q. Just like you do in your vertical shaft mnies?

A. They are about 75 or 100 feet apart, I would say.

Q. And these mines where there wasn't a vertical shaft, they had different stopes and the men had to go

through those different stopes and then go to their places and work on the stopes?

A. That is right.

Q. And then they had to climb up to get to the face of the ore where they were working on that level?

A. That is right.

Q. That is the same with vertical shaft mines?

A. It is the same with straight vertical shafts.

Q. Now, did I understand you to say that the first experience that you had with the Employees' Representation Plan or any other organization of that sort, was in 1934, or around that time?

A. Well, no. I belonged to the Organization United Mine Workers of America, you know.

Q. When was that?

A. In 1910.

Q. 1910?

A. Clinton, Indiana.

Q. You were in the coal mines, then?

A. Yes, but you see, I come in 1910 right here.

Q. You weren't in the coal mines long?

A. Well, no, not exactly long, but all together I put in about three years and four months.

Q. In Indiana?

A. No, in Illinois.

Q. Did you get paid for travel time then?

A. No, not at that time.

Q. In the mine—

A. No, you worked face-to-face.

Q. Just like in the ore mines?

A. Right just exactly, yes.

Q. And you belonged to that union in Indiana—were you an officer in that union?

A. No.

Q. You were just a member of the union?

A. I was a member of the union.

Q. And then the next one you belonged to was the one about 1934?

A. Yes.

Q. And it was during 1934 or '5, when you were a member of that second union?

A. Not the second union, not yet. You mean the—

Q. The Employees' Representation Plan?

A. I wouldn't say, because if I don't pay dues, that is not the union. You see, I was paid by the company. We had paid for our meeting, you see—we had been paid. I wouldn't call it a union, if I don't pay no dues. You see, the company paid us to attend the meetings.

Q. I think you and myself are in entire accord on that. Now, let me ask you this: The E. R. P. did make certain complaints, take up, as you say, grievances with the company from time to time, is that correct?

A. Very small things.

Q. Very small things?

A. Yes.

Q. They never did argue about collar-to-collar?

A. That is what I did. I was the first man to take that thing up at a meeting, and they told me to see the superintendent, and I says, "All right." So I went and seen the superintendent and his name was Dave Caven.

Q. Now, you went to the superintendent and talked to him about it, I presume?

A. That is right, you bet.

Q. And you said you didn't get what you went after?

A. Well, he laughed—he made a smile at me, you see, and he says, like this, "Andrews," he say, "if the other companies would give you, but who is going to start?"

Q. And after you talked to him that time, then that matter rested and you didn't hear anything more of it?

A. No, because I had a heck of a time about that.

Q. You did?

A. Oh, you bet.

Q. And was this at Newport?

A. Yes.

Q. And then after that time you had no further experience as a union man or union member in trying to get this, what you call the collar-to-collar plan into effect?

A. No.

Q. That is a fact, isn't it?

A. Well, listen, I didn't—go there, you see, because I was afraid of losing my job, because when the superintendent told me to keep my mouth shut or I might lose my job, then I simply was more careful.

Q. And the collar-to-collar plan never was put in effect?

A. No, sir; not until just lately.

Q. And I believe you said that in all of these mines that you worked in, they had arrangements made to bring in tools and timber—

A. In the mines.

Q. And put them up somewhere?

A. Not for the Oliver Mining Company. I said in Newport—in Newport, yes, but not in the Oliver Mining Company. In the Oliver Mining Company you had to be pretty sneaky to get your tools there. You see, sometimes you didn't get your own tools. You didn't have nothing to work with, you see, but I didn't work so many years for the Oliver Mining Company as I did for the Newport, anyway. Newport had a better system.

Q. The Newport men have the tools brought in and they are put in their working place?

A. They had a better system.

Q. In the Oliver Mine if you feel you have something and are being delayed in your work, you pick it up and take it yourself?

A. Not on the surface, but underground.

Q. Underground. You didn't carry anything in from the surface, except maybe your light?

A. Well, they used to carry the fuse, too, you know.

Mr. Bronaugh:

I think that is all.

Mr. Murtha:

That is all.

(Witness excused.)

4206 FLORINDO PILOTTO, called as a witness, having been first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Murtha:

Q. What is your name?

A. Florindo Pilotto.

Q. How old are you, Mr. Pilotto?

A. 45.

Q. Where do you live, now?

A. Wakefield, Michigan.

Q. And what do you do for a living?

A. Mining.

Q. Mining?

A. Mining.

Q. Iron ore?

A. Iron ore.

Q. What mine?

A. Sunday Lake Mine, Sunday Lake Iron Company.

Q. What company?

A. Sunday Lake Iron Company.

Q. That is a Pickans & Mather?

A. Pickans & Mather.

Q. Yes. How long have you worked in the iron mines?

A. I make it over 21 years.

Q. Up in Michigan?

A. In Upper Michigan.

Q. That is the Upper Peninsula?

A. That is the Upper Peninsula.

Q. During this period, have you been a miner all of the time?

A. Not all the time. I have been on different jobs, but now—

Q. Tell us what your jobs were, just roughly.

A. I have been a motorman, trammer, miner, electrician.

Q. What are you now?

A. Mining.

Q. Were these other things before you became a miner?

A. Yes.

Q. How long have you been mining?

A. Well, I have been mining for about, oh, say, about, maybe five years—the rest would be different jobs, see. Electrician, motorman and trammer.

Q. Well, you remember the year that you started to mine?

A. Yes.

Q. What year?

A. It was right after I came back from the Army, I started to mine. In 1919, I think, or '21. I worked two years there. But I worked as a miner and trammer there, motorman and trammer there. Three jobs I had there.

Q. Where were you a trammer after 1919?

A. After 1919?

Q. Yes.

A. Well, I worked in 1921 at the Ironton Mine. That was two years I worked there.

Q. Over at Ironton Mine?

A. That is in Bessemer, Michigan.

Q. Before you went to war there in 1918, had you been a miner?

A. After I came back.

Q. Yes, but beforehand?

A. No, before—yes, down in Illinois, but that comes after.

Q. Before 1918 you had been a miner down in Illinois?

A. In Illinois.

Q. What kind of a mine?

A. Coal field—coal.

Q. And since 1919,—what years haven't you been a miner?

A. Well, after I got laid off, see. After I got laid off, and then I took a job in some other mine.

Q. But you are an underground miner now?

A. Yes.

Q. You were an underground miner after you came back in 1919?

A. Yes.

Q. Now, between those two dates, have you been mining most of the time?

A. No, sir. I have been an electrician most of the time.

Q. A what?

A. An electrician underground most of the time in the Sunday Lake Mine.

Q. What years were you an electrician?

A. 1929 until last October. At the Sunday Lake Mine —from last October I have been mining until today.

Q. Which is the best job?

A. Well, the best money is in mining, but the electrical work, well, it is—

Q. Nice work?

A. It is the best work.

Q. What mines have you worked in?

A. Well, I stayed at Ironton Mine where I am working. That is one. I worked at the Montreal Mine. That is on the Wisconsin side. And I have worked at the Carry Mine also, on the Wisconsin side, for a short period. Then I worked at the Charcoal Iron Company. That is in Bessemer also. That mine is not working today. And then I work at Newport Mine for four years. I was motorman there. And then, of course, I am working at Sunday Lake Mine.

Q. Since that?

A. Yes.

Q. When did you come to Sunday Lake Mine?

A. Electrician, and now mining.

Q. What year did you come there?

A. 1929, in August.

Q. O. K. As an electrician. And were you in and out of the mines?

A. No, sir.

Q. Work on the surface?

A. Never.

Q. Now, did you work on the surface as an electrician, or underground?

A. Underground as an electrician.

Q. Would you go down with the day shift?

A. Yes, all the time, day shift, all the time.

Q. What time did the day shift go down, prior to May 1, 1941?

A. Well, we had—way back we used to go down at 7:30 in the morning.

Q. Yes, but then?

A. But then, now, as I—after 1935, they give us ten minutes, so we go down at 6:40, you see. We used to go down at 6:30 before; now we go down at 6:40. Since 1935 we have been going down at 6:40.

Q. Now, do you know what time the miners arrived at the face when they went down at 6:30?

A. Well, they arrived there before seven o'clock. Sometimes they wait until the time is up and sometimes they start to work.

Q. Were they on an eight-hour basis?

A. Well—

Q. They were on an eight-hour day?

A. They were on an eight-hour day, but—

Q. Yes. Well, now, what did that mean—an eight-hour day in that mine, Sunday Lake Mine?

A. That means you got to work eight hours on the face.

Q. Yes, what did they do during the noon hour before 1935?

A. Of course, noon hour, is for taking our lunch.

Q. Yes, do they have it underground?

A. Underground.

Q. Underground. A half hour?

A. Half hour.

Q. At the face?

A. At the—well maybe a few feet back, or so.

Q. Where was the miner at the end of the eight and a half hours after seven o'clock in the morning, where would he be?

A. At the end of the shift of the day's work?

Q. Yes.

A. Well, at the end of the day's work, they will drop their tools and they will start out for the shaft.

Q. That would be five o'clock?

A. That would be just about—well, you see, different mines—I will say this—some mines go down at eight. Some mines go down at seven. Like the mine I am working in, they go down at seven now.

Q. When you go down at seven, you come out at 4:30?

A. 3:30 now. Before we used to go down twenty to and then come up about quarter to four. Sometimes ten minutes to four.

Q. Let's say before 1935. Now, what time did the men quit at the face?

A. Before 1935?

Q. Yes.

A. Well, they quit at 3:30. Go down at 6:40 and quit at 3:30.

Q. Yes. And then, when would the first cage go up?

A. Well, the first cage began to load at half past three, or sometimes even a little later, but more or less —a couple of minutes more or less.

Q. How many cage loads do they have at Sunday Lake Mine?

A. Two cages now—two cages.

Q. Two cages?

A. Two cages of men goes down.

Q. Well, is there—just one cage?

A. Well, that is what they call it anyway.

Q. How many men work in the mine?

A. Oh, about—do you mean down below?

Q. Yes.

A. Well, I make it about 140 or 160. I don't know. I can't say that exactly.

Q. How many men on a cage load?

A. About fifty or fifty-two. They put in about 13 or 12 each.

Q. And the cages—or the cage goes down and comes up and goes down and comes back?

A. Yes.

Q. Does that take everybody down, two trips?

A. Yes.

Q. It must be a double deck?

A. Double deck.

Q. How deep is the Sunday Lake Mine?

A. Well, the 26th level is 1,800 feet, but then they are opening another level down below, about 100 feet deeper.

Q. Most of the work has been done at the lower levels these last several years?

A. Most of the work at the 26th level. That is where they are mining the iron ore now.

Q. What is the furthest that the drift extends?

A. Well, that must be something over 1,500—2,000 feet. Something like that.

Q. Now, since 1935—let's see, you have been a miner since last October, 1940?

A. Yes.

Q. Well, now, before May 1, 1941, what time did you go down?

A. Before May 1st we go down at twenty minutes to—twenty minutes to seven. That means 6:40.

Q. Yes. Well, there was no change in that time during the past several years back to 1935?

A. No, sir.

Q. And what time would the first cage load start up from the 26th level, let us say?

A. I just stated before, sometimes a couple of minutes before.

Q. And that situation was true just before May 1st, this year?

A. Yes.

Q. Well, now, before twenty minutes to seven, let us say, in the morning, what would the miner do?

A. Well, he would come up and change—come in the dry and change.

Q. He would arrive on the mining property, go into the dry room?

A. Just about—well, some goes early and some later and I speak now for myself. I used to come into the dry room around twenty-five minutes after six and change

and get ready to go down—to go down; at twenty minutes was the call to go down.

Q. It would take about fifteen minutes to get ready?

A. Just about 15 minutes.

Q. What would that include? You would change your clothes, pick up some carbide?

A. Well, we have lights today.

Q. You have electric lights now?

A. Yes.

Q. Where did they keep those lamps?

A. When they first come out they used to hand them to us. Now they have a little casing made and they get it ready on the door of your change locker.

Q. But that is since May 1, 1941?

A. Yes, that is since.

Q. Before that, where did you get your lamps?

A. We used to get it just as soon as we went to the dry. There was a man there for that purpose.

Q. He would distribute lamps to all of the miners?

A. When we would call the number.

Q. He would call the number?

A. We would call the number.

Q. And then what would happen?

A. Then he would hand the lamp over to us.

Q. And it took him some minutes to distribute the lamps to all of the miners, and you had to wait for that, is that correct?

A. Yes.

Q. Well, now, how long have you had electric lamps?

A. I make that about a year—about a year, I guess.

Q. Before that you had carbide?

A. We had carbide.

Q. And where would you get your carbide?

A. Well, they had a—kit or a bin there, made for that purpose. The men, after they would change, they go to this place in the dry where there would be carbide.

Q. It was in the dry house?

A. Yes.

Q. It was in the dry house. How long had it been in the dry house?

A. Ever since we get this electric lamp.

Q. Since you get which?

A. These electric lights, see. We had the carbide before the electric lights.

Q. Yes, but was the carbide carried in the dry house?

A. Also in the dry house.

Q. On your way out after you would change, you would pick up the carbide?

A. Yes.

Q. And fill your lamp?

A. Yes.

Q. Well, now, there was quite a few miners there getting ready to go to work. Would you have to stand in line and await your turn?

A. Well, sometimes—it depends. You see, sometimes the men change pretty near in a group, and then we had to stand and get our turn. If the men came in gradually and go out—more or less we had to wait to take carbide, and then the next one, and so on.

Q. All right. At the Sunday Lake Mine, since 1929, where do you get your tools? Where does the miner get his tools?

A. Well, I have a belt for my tools when I was an electrician and I had the tools right in my locker.

Q. That was when you were an electrician?

A. Yes.

Q. But how about the miners? Where do they get their tools?

A. They have a tool boy.

Q. How long have they had a tool boy?

A. Ever since I am there.

Q. How long?

A. Ever since I am there.

Q. All that period?

A. Yes.

Q. How about these other boys before 1929, did they have a tool boy?

A. Not all the mines has a tool boy, but they—the majority of them has.

Q. Where they didn't have a tool boy, how would the miners get their tools?

A. They would have to take their tools. They pick the tools by the shaft and carry them into the place, then.

Q. By the shaft, before they went down?

A. No, the tools would be down below.

Q. Up in Michigan, they always have the tools at the station level?

A. They have the tools at the station.

Q. Or they had a tool boy?

A. Or they had a tool boy.

Q. You never had a practice of going to a tool house up on the surface?

A. No; we did not have them on the surface.

Q. Would you talk to the foreman—would the miner talk to the foreman—I am talking about Sunday Lake Mine since 1929—talk to his foreman before he went to work?

A. Yes, we would. That is, after I am working there, see. Well, the foreman will give the orders. In fact, he will give me the orders on the surface, you see, what I have to do.

Q. Well, that was one of the things the miner had to do before he went down the shaft?

A. Now, you see, speaking about 1929—

Q. Is that correct? That is one of the things the miner had to do before he went down into the shaft?

A. You see, while I was an electrician, they gave me the orders on the surface, but now when I am a miner, the miners is waiting on the shaft and takes their orders.

Q. Before May 1st, 1941, where did they get the orders?

A. Oh, they—

Q. Did they get them on the surface?

A. No, underground.

Q. That was before May 1, 1941?

A. Yes.

Q. How long have they been doing it that way?

A. They have been doing it that way right along, up to this time.

Q. The foreman would give them the orders down on the level they worked at?

A. On the level, right.

Q. Now, since—did you pick up a check—do the miners have a check?

A. No, we don't. The Sunday Lake Mine doesn't give you a check. That is, the only time you show your check is when you go—you have to show your check on pay day. Outside of that you don't carry the check, but you call your number out when you go into the dry, and when you come out of the dry, and the timekeeper checks you out.

Q. Let me get this straight. Before May 1, 1941, when you went into the dry room, you would call your number?

A. Yes.

Q. And the timekeeper would take it down?

A. Take it down.

Q. You kept your check with you all the time?

A. Well, I kept the check home. The only day I bring it would be on pay day.

Q. There was a number on the check?

A. Yes.

Q. So that the timekeeper took the time at the dry house?

A. Yes.

Q. And would he check you off at the dry house after you came out at the end of the shift?

A. Yes.

Q. Well, now, since May 1, 1941, have there been any changes?

A. The changes we had is to also call your check number when we enter and when we come out of the dry, but the changes we made, today we are working eight hours and a half underground. Rather, I would say, we work eight hours in the face and half a hour for eating.

Q. What do you do now?

A. Mining.

Q. How is the eight hours now?

A. Now, the eight hours is—we go down when the whistle blows and we are up when the whistle blows.

Q. The whistle blows at what time, seven?

A. Seven o'clock.

Q. And the miners are on the surface?

A. The miners is out on the surface.

Q. And it blows again at 3:30?

A. 3:30—the first cage is out on surface.

Q. He is back up?

A. Yes.

Q. And have they changed their practices in regard to the tools or the lamps, or foremen, or anything since May 1, 1941?

A. Well, the—I don't get you quite, the meaning of that.

Q. Well, do they do anything different since May 1, 1941?

A. Well, there is no difference. The only thing is different, is that we are gaining a half hour.

Q. Yes?

A. Yes.

Q. You don't have to go down so early?

A. That is it.

Q. Over in Michigan in the mines that you have worked in, and in Wisconsin, iron mines, is there a regular schedule of activities performed by the miner each day? That is, does he drill and then blast and then scrape and then timber and then start that process all over again?

A. Yes.

Q. Now, is there any difference between the amount of work you can accomplish before May 1, 1941, and since May, 1941?

Mr. Bronaugh:

Object to that as incompetent and immaterial.

By Mr. Murtha:

Q. Go ahead, answer it.

A. If there is any changes, you mean?

Q. Yes. Can you accomplish the same amount of work?

A. It is about the same amount of work.

Q. Do you think the miners work a little harder?

A. Plenty hard.

Q. Do you think they get the same amount of work done now at the face as they did before May 1, 1941?

A. Well, there isn't much—that wouldn't affect it much, even though the half an hour is given to us.

Q. Do you know what is meant by collar-to-collar? Do you know what I mean when I say collar-to-collar?

A. Yes.

Q. Now, have you belonged to any organization or committee?

A. I do.

Q. That took up the matter of getting—

A. We did.

Q. Just a moment,—

A. 1935.

Q. What do you mean?

A. We took up an eight-hour collar-to-collar in 1935.

Q. Took it up with who?

A. With the superintendent there.

Q. Were you on a committee?

A. Yes, sure, I was chairman of the striking committee.

Q. What?

A. I was chairman of the striking committee at that time.

Q. Striking committee?

A. Striking committee.

Q. Who was striking? What committee or what group? Was there a union?

A. Yes, it was a union.

Q. What union was that?

A. International Mine & Smelter Workers.

Q. And were you an officer?

A. Yes, I was chairman of the Local.

Q. Local No.—

A. 131.

Q. Address?

A. Wakefield, Box 11.—Wakefield, Michigan, Box 11.

Q. Now, did you and other members of the committee meet with the superintendent?

A. Yes.

Q. Of what company?

A. The Sunday Lake Iron Company.

Q. The Sunday Lake Iron Company, Sunday Lake.

A. Sunday Lake Mine.

Q. When was this that you went with them?

A. This was in 1935.

Q. Yes. Did you make any demands on them?

A. We did.

Q. Now, did the committee talk with the miners before they went to the meeting?

A. Yes, we had meetings.

Q. You had meetings?

A. Yes.

Q. And did the miners, at these meetings, discuss their problems?

A. Yes.

Q. How long—when was this union organized?

A. The union was organized—they started organizing in November, 1934.

Q. 1934?

A. Yes.

Q. And these problems that they discussed at the union meetings, were those the problems that had been discussed by miners through the years?

A. Yes.

Q. During the time that you have been mining?

A. I was an electrician at that time.

Q. During the time you have been connected with mines?

A. Yes.

Q. You have talked with all sorts of employees of the mining companies?

A. Yes.

Q. And as a result of their wanting to accomplish certain purposes, they formed a union, is that right?

A. Yes

Q. What were some of these purposes?

A. To better our conditions.

Q. They wanted to what?

A. To better our conditions.

Q. To better conditions?

A. To better our conditions at the mines.

Q. What do you mean by that?

A. By having shorter hours, eight hours, collar-to-collar.

Q. Yes?

A. And elimination of the contract system. Two men all the time in one place.

Q. Yes.

A. And two men on a machine at all times.

Q. Yes.

A. And, there was another—let's see—seniority rights. And we had another one—we wanted to have, instead of blasting at all the time, to blast at noon hour and at the quitting time.

Q. I see. Now, this union meeting you speak of, before this committee met with the mining officials—what kind of a meeting was that?

Mr. Bronaugh:

We object to the query regarding the matters taken up before the union as incompetent and immaterial and this company is not bound by it.

A. We had meetings every week and discussed over things, and then we—

By Mr. Murtha:

Q. Who were meeting?

A. The miners at the Sunday Lake Mine.

Q. The local mine?

A. The local miners body, yes.

Q. And then, did they have unions at the other mines?

A. Yes.

Q. Before this committee met—went to meet with the officials of the company, was there a large meeting of the representatives of all the unions?

Mr. Bronaugh:

Object to that on the same grounds.

A. We had a committee picked out from each local on the range, and we had a—we were sent to Iron River,

Michigan—we were sent there to discuss the problems over, and then we had threshed these problems out we had fixed these demands up and then we brought it back to the local union, to see if they were satisfied to present it to the meeting, and it was O. K.'d, and then we went ahead, and the 1st of May, 1935, we put out a mandate.

Q. The 1st of May, 1935, you did what?

A. On the 1st of May, 1935, we brought a mandate to the superintendent. Each local had a committee to bring this up to the superintendent of the mine.

Q. See if I understand this. On the 1st of May, 1935, representatives from each local met with the superintendent of the—

A. Of each mine. Each local had a committee—we used to call it a striking committee.

Q. You called it a striking committee?

A. Yes, we brought these demands into the meeting.

Q. All right. Now, this committee presented to the mining officials of these various mines in Michigan and Wisconsin—this program that had been worked out, is that correct?

A. Yes.

Q. This included a demand for certain improved working conditions?

A. Yes.

Q. Now, among other things, what did this include—the proposal you made to the company?

A. Well, I just stated before, the eight-hour collar-to-collar, seniority rights, elimination of the contract system.

Q. Yes?

A. Two men in each place at all times, and two men on the machines at all times, and I believe it was a dollar an hour we asked for.

Q. What happened after that, or at the meeting?

A. Well, when—the superintendent would take no action on that.

Q. How was that?

A. The superintendent at our mines wouldn't take no action on it. They wouldn't give us no satisfaction.

Q. Well, then, did you bring the report back to your union?

Mr. Bronaugh:

I object to that on the ground it is irrelevant and incompetent.

A. We did.

By Mr. Murtha:

Q. Did you report back to your union?

A. We did.

Q. And what action followed?

Mr. Bronaugh:

I object to that as incompetent and immaterial.

A. On the 5th of May, 1935, a petition came out—

Q. No, what did the miners then decide to do?

Mr. Bronaugh:

The same objection.

A. The miners did not agree to it, when they heard the reports, seeing that there was no—they wouldn't sit down and negotiate with us, and we didn't have no satisfaction at all.

By Mr. Murtha:

Q. What did they do?

A. We decided then to take a strike ballot, which went through. We took a strike ballot.

Q. Did the strike ballot go through?

Mr. Bronaugh:

I object to this.

A. The strike ballot was sent into Ironwood for the count, and we had a—but the company come out on the 5th of May with a petition asking the miners if they wanted to work or strike. Well, we were working only two days a week at that time, and naturally no man wants to strike. And when they come out with this petition, "Do you want to work or strike?" Well, the men says, "I want to work" "Well, sign this petition."

Well, the majority of the men signed the petition and that threw our union out. So they did not take action at all but on the 16th of May we were supposed to go out on a strike.

Q. You had voted to go out on a strike?

A. We had voted, and here the company had brought in cops with side arms—

Q. They brought in additional?

A. Yes, men from outside, and always it was a new employee—you know, they also raise some that they don't like to get better conditions, but when they come they are glad to take it.

Q. This strike was by the unions of all these mines?

A. By the unions of all these mines.

Q. In Michigan and Wisconsin—iron ore?

A. Iron ore.

Q. What happened next, relative to the efforts of the miners to improve their working conditions, including the gaining of the collar-to-collar?

Mr. Bronaugh:

We object on the ground that it is incompetent and immaterial.

By Mr. Murtha:

Q. (Continuing.) Including the gaining of the collar-to-collar basis?

A. Nothing was done. The union went busted and, everything kept quiet, and we never could have no more meetings because the men, with that petition, they had that brought up to them, and they were afraid to show up to any more of our meetings, so everything went busted up.

Q. Until—

A. Until 1937, when the CIO come up, and we organized again.

Q. 1937. Did you have any personal experience relative to the stopping of the strike or interfering with activities of the union back in 1935?

Mr. Bronaugh:

Object to that as incompetent and immaterial.

A. I can't—I would like to have you repeat that. I can't understand that.

By Mr. Murtha:

Q. Did you yourself run into any physical trouble?

A. No, sir.

Mr. Bronaugh:

I object to that.

By Mr. Murtha:

Q. Now, in 1937, were you an officer of the new union that was formed?

A. Yes, in 1937, when the organizer from the Steel Workers Organizing Committee come into Wakefield, he looked me up as the chairman of the local before. Naturally, they look for the officers, and he asked me if I

can't pick up enough men to get a charter in that the CIO is coming in and take place and begin to organize the range.

Q. Yes.

A. So, I thought it was possible, and I told him we will try. We went ahead and we got enough men to get a charter in and the Local is functioning today and under that charter—I am a charter member and also a vice-chairman of the Local.

Q. Now, have you continued to work for these improvements that the miners have always wanted?

Mr. Bronaugh:

Object to that as incompetent and immaterial.

A. Yes.

By Mr. Murtha:

Q. And among those are—what is included, now, among the changes they want—or that is, what was included up until May 1, 1941?

Mr. Bronaugh:

Object to that as immaterial and incompetent.

By Mr. Murtha:

Q. Name some of the things the miners wanted before May 1, 1941?

A. Oh, yes, now, I got you. Well, the things that the miners want is what I stated before. They want the eight hours from collar-to-collar. They want seniority rights. They want two men in each place all the time. They want two men on a machine all the time, and now there are a couple of things there that I left out, that don't come to me—they want to blast at noon time and quitting time and not blast at every hours of the day, which is not sanitary to the working man.

Q. Yes.

A. And there is one thing there that I left out. If it comes to my mind, I will—

Q. What is that?

A. It doesn't come to my mind.

Q. Contract?

A. Yes, elimination of our contract system, yes, that is the one.

Q. Do the men want eight hours collar-to-collar now, including the lunch time?

Mr. Bronaugh:

Object to that as incompetent and immaterial.

A. They will.

By Mr. Murtha:

Q. What?

A. They will.

Q. That is what they want?

A. Yes.

Q. As it is right now, they have eight and a half hours, and that is with the half hour for lunch?

A. They feel they should have the eight hours from collar-to-collar.

Q. Then, did you ever work on the night shift as a miner?

A. Yes, in the afternoon shift, from four to twelve.

Q. Since last October?

A. Yes.

Q. And what time does the night shift go on?

A. Now, they go out at half past twelve,—go on at four and come out at half past twelve.

Q. Go down at four in the afternoon, until half past twelve?

A. Yes.

Q. Can they go right into their work after the day shift?

A. That is half an hour between.

Q. They could go right in, is that right?

A. Well, they could.

Q. Yes. How much time is required after blasting before the miner can continue with his work?

A. Well, it depends where the place is situated, you see. Now, if we have a place right close to the chute where they dump the iron ore, well, the smoke will go out quickly. Farther than that it takes a little longer, and so forth, but we will average this way. If it takes 15 minutes or a half hour there and three-quarters—and the balance is about a half hour.

Q. I see. Has that always been true?

A. Always has been.

Q. Up there?

A. Yes.

Q. Do they have a ventilating system?

A. They have.

Q. Blowers and fans?

A. Yes.

Q. Have they always had them in those mines?

A. No. It is just a few years now. I don't recollect it.

Q. Before that, did it take longer for the smoke to clear?

A. It did take longer, yes.

Q. Now, you have been served with a subpoena to come here, have you not?

A. Yes.

Q. And do you waive the reading of the depositions after it has been transcribed?

A. I will.

Q. And examination of it and having it read to you?

A. I will.

Q. You waive that?

A. I will.

Q. Did anything happen to you about the time the strike was contemplated there in 1934 and 1935?

A. Yes.

Mr. Bronaugh:

I object to that, on the ground it calls for illegal, irrelevant, incompetent and immaterial testimony, and doesn't prove any material issues involved in this case. It relates to matters that are not concerned with plaintiffs in this case. The matters that happened are not binding on the plaintiffs, and also on the ground it is too remote in time.

By Mr. Murtha:

Q. Go ahead.

A. In 1935, after the strike was supposed to take place, I was approached at the home where I lived, in the evening, and the superintendent that used to be in the mine —which is in Vulcan, Michigan, today,—he came up with one of the foreman which is still working today. They came at the house and tried to seduce me to give up the union. I thought that it wasn't proper for them to come into the house and ask me to give up what belongs to me, and so we had discussed many things over, and finally they go so—the boss, the foreman, I will say, not the superintendent—he called me a radical.

I asked him, I says, "What did you call me?" He says, "You are nothing but a radical."

Well, I got kind of disgusted over that and I hit him for that. Well, then they got me between the two of them, one grabbed me by the collar behind and the other one in front and I got a dandy beating out of that.

Q. In your house?

A. In my home. I have a statement on that matter in my coat pocket.

Mr. Bronaugh:
The same objection.

A. The superintendent, who is now in Vulcan, Michigan—

Q. The superintendent of what?

A. Used to be at the Sunday Lake Mine, superintendent, but he was transferred to Vulcan, Michigan. He is still there today and one of the bosses of the steel works, at the Sunday Lake Mine.

Q. Are you a member of the American Legion?

Mr. Bronaugh:
I object to that as immaterial and incompetent.

A. I *believe* to the American Legion.

By Mr. Murtha:
You do?

A. Yes.

Mr. Murtha:
You may cross examine.

Cross Examination.

By Mr. Bronaugh:

Q. Have you worked in the mines in any states other than Michigan and Wisconsin?

A. Yes, I worked in the mines in Illinois.

Q. Coal mines?

A. Coal mines.

Q. But I mean, the only ore mines you have worked in, are in—

A. Is in Wisconsin and Michigan.

Q. And Michigan?

A. Yes.

Q. As I understand your testimony, you have never worked in any mine where they paid you for traveling time going to and from the working place?

A. No, they never did.

Q. Never have?

A. No.

Q. In other words, you travel on your own time?

A. On my own time.

Q. And you worked on what we call eight hours at the face?

A. Eight hours, yes.

Q. When you were producing coal—or as an electrician—your time didn't start until you got to the place where you worked?

A. As an electrician, the time was started at surface. When I put my tools on, my time was started.

Q. You started working on surface?

A. When I put my tools on, the time I started to work.

Q. The production man, the time never has started until they got to the place where they really are getting ore. In other words, it didn't include traveling?

A. Well, they travel into the face.

Q. They travel on their own time and out on the company's time?

A. They travel in on their own time and out—well, they got to be in the place eight hours.

Q. They have to be at the face?

A. Eight hours.

Q. Eight hours?

A. Yes.

Q. And that has always been the case?

A. That has always been the case.

Q. And you never heard of any other basis for the men being paid in the Michigan or Wisconsin fields?

A. No, sir.

Q. And you have been familiar with that practice, the way they pay the men, in those fields for twenty years or more?

A. Yes.

Q. How about the coal mines that you worked in in Illinois. Did they have the same basis of pay as in the ore—the same conditions?

A. No, sir. In the coal fields in Illinois they—there is a contract, so much per ton on coal. And the man goes down at seven o'clock—they used to go anyway at seven o'clock in the morning, and go down, and go to the face and there produce three or four or five ton of coal and then go home, if I want to, or sit down all day if I want to.

Q. In other words, they were paid just on the basis of how much they produced, and if they wanted to work twelve hours and produce, they could?

A. No, you couldn't work twelve hours.

Q. How long, ten hours?

A. At that time it was eight hours.

Q. You could stop any time you wanted to, up to eight hours?

A. At the end of eight hours everybody should be out.

Q. Now, the only time that you personally had any negotiations with any company officials about the collar-to-collar proposition, was on the one occasion that you said in 1935, I believe, you took it up?

A. Yes.

Q. And you weren't successful?

A. No.

Q. Inasfar as you personally have been concerned, you haven't had any further negotiations with any of the people representing the company that you worked for, for the collar-to-collar?

A. I don't understand

Q. Since 1935, you personally have not dealt with nor negotiated with any of the company officials for the collar-to-collar?

A. Well, I did,—we presented our demands—

Q. I am talking about in 1935.

A. 1935.

Q. But since that time you haven't?

A. No—now I got you.

Q. Now, you say you blast in those mines any time during the day that you happen to get ready?

A. Any time, yes.

Q. And it takes 15, 20 or 30 minutes for the smoke to clear out?

A. It averages half an hour. It depends on the place you are in.

Q. And you have to wait until that clears up before you can go back to work?

A. Yes.

Q. At the face?

A. Yes.

Q. Are those vertical shaft mines?

A. Inclined.

Q. An inclined. And they work on a different level?

A. They do.

Q. On a number of levels?

A. Yes.

Q. And they drive these *shifts*—or drifts, I believe you call them, and work off those drifts?

A. Yes.

Q. And how far would you say the travel time is from the—

A. Between 1,500 feet to 2,000 feet.

Q. How long does it take you to get there?

A. About, I make it in about ten minutes, because you have to go in and climb up.

Q. And how long does it take you to go down on the whatever you call it—do you ride down or walk down?

A. We ride down.

Q. Ride down?

A. Yes.

Q. On cars. I am talking about those mines you had—that were not vertical.

A. Not vertical, I worked in a vertical.

Q. You work in a vertical now?

A. I am working on an inclined now, but I did work on vertical shafts.

Q. And you said that ten minutes would be about the average time it would take a man to get to his working place after he gets to the bottom.

A. Yes.

Q. How long does it take to get from the bottom to the surface?

A. By the time that they load the cage, from the top, and lower it, and go down and unload, it took them —and they go out—I believe it is about 12 or 15 minutes. They load and unload and up and down.

Q. Since you have been at this mine that you are working at now, the Sunday Lake Iron Company, you say they furnish you with your tools on or near your working place?

A. Yes.

Q. That has always been the case since you have been there?

A. Yes.

Q. And the foreman, if there was any occasion to give you an order about something that would—that had to be noted, or done during the shift, or day's work, he would see you on the ground and tell you about that?

A. At the present time, yes.

Q. At the present time. And has that been going on now for sometime?

A. After the 1st of May.

Q. The 1st of May. Where was he before the 1st of May?

A. Before, they gave orders different places, on the surface or underground.

Q. And then it was the usual practice every day for him to give orders, or just when you were changing your working place, or you had something that he wanted you particularly to do, or notice, or it might have been some defect in the mine that he wanted you to know about?

A. Yes.

Q. That was not every day that you took orders, was it?

A. Just about every day.

Q. Every day?

A. If it isn't one copper or miner, it was the other. He just gives orders to somebody every day.

Q. He gives orders to somebody every day, but not the same crew?

A. Not the same crew, no.

Q. And you worked with one other man in the place you are working at? Your crew is two men?

A. Two men.

Q. Per shift?

A. Per shift.

Q. How many shifts do you work at your mine?

A. They have a short shift—not a short—I mean to say they have a shift there, 11:00 o'clock shift, with about eight or ten men.

Q. Is that a third shift?

A. A third shift, yes, 11:00 to 7:00.

Mr. Bronaugh:

I think that is all. This gentleman may want to ask you some more questions.

Mr. Murtha:

I think that is all. Just a minute.

Re-Direct Examination.

By Mr. Murtha:

Q. How about powder, fuses and caps before May 1, 1941? Where would you get those?

A. They would have the powder house and the fuse shanty, they call it, underground, and when the miners would come into the place, then they have to drill, well, one man would drill and the other one go for powder and fuses.

Q. But you never have done that on the way down?

A. No, sir, we never carry that.

Mr. Murtha:

That is all.

(Witness excused.)

4236 FRANK EAGLOSKI, called as a witness, having been first duly sworn, was examined and testified as follows:

Direct Examination.

By Mr. Murtha:

Q. What is your name, please?

A. Frank Eagloski.

Q. Where do you live?

A. Iron River, Michigan.

Q. What town?

A. Iron River, Michigan.

Q. In the Upper Peninsula?

A. In the Upper Peninsula.

Q. What business are you in?

A. I am employed as a miner at the Homer Mine, the Homer Coal Company.

Q. What company?
A. The Homer Coal Company, it is called.
Q. Is that an iron mine?
A. Yes.
Q. Situated in Iron River?
A. Yes.
Q. Are you a miner?
A. Yes.
Q. How long have you been—underground?
A. Yes.
Q. How long have you been a miner underground?
A. Around 11 or 12 years. I was tramming for a while when I just started.
Q. Before that?
A. When I started.
Q. How long have you been connected with the iron mine business, industry?
A. Around 11 or 12 years.
Q. That includes your experience as a trammer?
A. Yes.
Q. How long have you been mining?
A. Around eight to nine years.
Q. Have there been any changes during these eight or nine years in your daily activities?
A. Yes.
Q. Hours?
A. Yes, we work eight hours collar-to-collar, where before we used—
Q. Now?
A. Now.
Q. That is since May 1, 1941. Now, what was the situation just before May 1, 1941?
A. We worked approximately eight and a half hours a day; besides that we would get our tools.
Q. That was face-to-face before May 1, 1941?

A. No, we did not put in that much time—you mean from the place-to-place—face-to-face, yes, put in around seven hours or better.

Q. Well, at the present time, now, since May 1, 1941; you are on a collar-to-collar basis, are you?

A. Yes.

Q. You are working an eight-hour day now?

A. Yes.

Q. And how much time for lunch?

A. Now?

Q. Now.

A. We get a full hour for lunch.

Q. How much?

A. A full hour.

Q. For lunch. Underground?

A. No, on the surface.

Q. That includes the time required to come up and eat lunch and go back, you mean?

A. Yes, one hour—one full hour's time on surface, the way I figure it—lunch hour.

Q. What time do you leave to go up for lunch?

A. The first cage leaves at twenty minutes to twelve.

Q. All the miners are on the surface at twelve o'clock?

A. All the miners are on the surface at twelve o'clock.

Q. And they remain on the surface for a full hour?

A. Those that come up earlier—the first cage comes up around a quarter to twelve. Well, it goes down a quarter to one.

Q. But the miners are on the surface for one full hour?

A. One full hour.

Q. And what time are they on the surface at the end of the day?

A. On the surface, all the miners are up at five.

Q. And they go down at eight now?

A. They go down at eight now, yes, they go down at eight—no, a quarter to eight.

Q. That is, there are several groups—are there several groups or cages?

A. Yes, the first cage goes down at a quarter to eight.

Q. Yes. And then that first group comes up—is up at a quarter to twelve?

A. At a quarter to twelve they come up and then the first cage goes out at a quarter to one, when the whistle blows, and comes up at a quarter to five.

Q. But the men are underground then, eight hours even, from collar-to-collar?

A. Eight hours.

Q. Now, before May 1, 1941, what were their hours then?

A. The first cage would go underground a quarter to eight, and it would come at twelve—well, the first cage after the lunch period would go down a quarter to one and come up at five, so we had a 45 minute lunch hour.

Q. Before May 1, 1941, the first cage would arrive on the surface when?

A. The first cage would arrive on the surface between 19—

Q. Before?

A. Before May, the first cage would arrive on the surface around 12 o'clock.

Q. What time?

A. Around 12 o'clock.

Q. At the end of the shift?

A. At the end of the day shift?

Q. Yes.

A. The first cage would come up at five.

Q. So the men were underground from 7:45 until 5:00 o'clock, except for lunch, is that right?

A. Yes.

Q. Now, how long did that condition prevail?

A. Ever since I was working in a mine.

Q. What time would you—

A. Until the new set-up came in.

Q. What time did you arrive at the face when you were on the first cage?

A. Most of the time I took the third cage.

Q. Oh, well, let's take it your way. What time, before May 1, 1941, did you, in the third cage, start to go down?

A. Approximately eight o'clock, a little before time, and a little later sometimes.

Q. All right. Now, when did you next get up to the surface?

A. It was around a quarter after twelve.

Q. And then when did you go down?

A. Around one o'clock.

Q. And when would you be back at the face?

A. At the face? Well, it would take—get into the face, it would take around ten or fifteen minutes.

Q. And you, on the third cage, would arrive back up at surface at the end of the day shift at what time?

A. At around quarter after five.

Q. And that has been the schedule ever since you have been there, is that right?

A. Yes.

Q. Except these last two months?

A. Yes. Some of the mines—when I worked at the Bates Mine—that belongs to the same company, before 1936, we worked a little longer there. But it was prior to 1936.

Q. Yes. Well, now, what time did you used to go down over there?

A. The first cage would leave around twenty minutes, I think it was—

Q. Twenty minutes to the hour?

A. Yes. And then it would come up after twelve, see?

Q. Yes.

A. So at that time, at the Bates Mine, we worked more than—

Q. I see. At the end of the shift, would the first cage, —at what time would the first cage—

A. We never heard the whistle, the five o'clock whistle. The cage would leave underground at the bottom of the shaft at around twelve and around five. Naturally, by the time the cage hit surface, it would take it all of five minutes—five or six minutes. It was 1,400 feet deep.

Q. What is the name of that mine?

A. Bates.

Q. B-a-t-e-s?

A. B-a-t-e-s.

Q. You worked over there for a few years?

A. Yes, prior to 1936.

Q. How deep a mine was that?

A. Fourteen hundred feet.

Q. How far in from the station?

A. Well, it all depended where a person was working.

Q. What is the greatest distance?

A. The greatest distance at the Bates—at the Bates or at the mine I am working in now?

Q. The Bates.

A. It was around 5,000 feet.

Q. How long would it take to walk that far?

A. Five or six thousand feet?

Q. How long did it take to walk that far?

A. Around twenty minutes.

Q. Now, at the mine you are at now, what is the name of it, the Homer,—what is the furthest distance in from the station?

A. The first cage that goes down works in the Minkler property, and they have a car that transfers them right to the Minkler property, and after they leave that car, a lot of the men have to climb up in their places, but

where I work, we are 3,000 feet inside, and it all depends on what line of work we are doing, because sometimes we are driving a 100 foot raise, and actually you may be 100 feet up. It takes some time to climb the 100 feet, and get into the place.

Q. Now, how deep is the mine you are in now, the Homer?

A. It is 900 feet, but one level is flooded; but the working level is 800 feet. That is the bottom level.

Q. Now, what is the greatest distance in from the station?

A. That goes clear to the Minkler shaft.

Q. Well, is it a thousand or three thousand or what?

A. Oh, about a half mile.

Q. A half mile. How long does it take to walk that?

A. They ride in there.

Q. They ride there?

A. Yes.

Q. That is, if you go over to the other property. Where you go, do you ride?

A. No, sometimes we ride, but the majority of times we walk.

Q. When you walk, how long does it take you usually, on the average?

A. Well, I suppose it takes all—12 or 15 minutes.

Q. And then you climb up a ladder, up to the face?

A. Yes, we are working in development work, we have to climb up the ladder, but if you are—if we are drifting, then we are right by the level.

Q. Did you belong to any union organization in the early part of 1930—1930 to '35?

A. Yes, we had a company union there—the Employees' Representation Plan.

Q. But you weren't on that group?

A. No, not exactly on the group, but the idea is that the company forced us to belong to it, because a lot of the men, they enforced them to vote.

Q. Yes. Then, did you join the union later on?
A. Yes.
Q. What union was it?
A. The United Mine and Smelter Workers.
Q. AFofL?
A. Yes.
Q. What year was that?
A. That was in the early part of '35.
Q. And you joined?
A. Yes, I joined.
Q. When it was organized?
A. It was already—the organization was already started when I joined.
Q. I see. Were you a member of the strike committee?
A. Yes, I was a member of the strike committee.
Q. Were you present when they made demands upon the company?
A. I was one of the parties that presented the demands.

Mr. Bronaugh:

Objected to on the grounds it is incompetent, irrelevant, immaterial, and not binding upon the plaintiffs in this case.

By Mr. Murtha:

Q. What were the demands?
A. On account of improper working conditions and the company pushing us around too much. We wanted representation of the union and wanted an eight hour working day from collar-to-collar.
Q. Yes.
A. Wanted higher wages and seniority rights. There were seven demands, if I am not mistaken.

Q. Had the miners wanted these things, including the collar-to-collar basis, for a long period before that, or a short period?

A. Yes.

Mr. Bronaugh:

I object to that as immaterial.

A. For a long time there was a discussion on an eight-hour collar-to-collar, but the company union could not do anything about it, and naturally the men were there that were representing it only for the pay they were to get. At each mine they were getting—in other words, they were getting the extr five dollars a month for being on it.

Q. On the Employees' Representation Plan?

A. Yes.

Q. Yes. Now, did they call—did the company grant the demand for an eight-hour collar-to-collar, and for these other things?

A. No.

Q. And did the union do anything about it afterwards?

A. Yes, we held meetings—there was meetings held and it was decided to strike.

Q. What?

A. It was decided to strike.

Q. Where was the meeting held that you are talking about?

A. Iron River.

Q. I mean the meeting with the company officials?

A. Iron River.

Q. Do you remember who it was that you talked to—that committee talked to?

A. We presented the demands to Mr. Cannon.

Q. I see. And what did he say?

A. He did not—he wouldn't even discuss the demands with us. In other words, he just dilly-dallied around and stalled.

Q. Did the miners go—they called the strike, you say—they voted a strike?

A. They voted a strike.

Q. And did they actually go out on strike?

A. No.

Q. Do you know why not?

Mr. Bronaugh:

I object to that as incompetent and immaterial and irrelevant.

A. Yes.

By Mr. Murtha:

Q. Do you know?

A. Yes.

Q. What is it?

A. They organized—well, they got the business men to call meetings and all employees at the mine to break the strike, and the Sheriff's office of the County brought a bunch of tear gas and deputized practically everybody that they could.

Q. Did they bring some men in from the outside?

Mr. Bronaugh:

I object to that as incompetent, irrelevant and immaterial.

A. Not that I know of.

By Mr. Murtha:

Q. To assist the Sheriff?

A. Not that I recollect.

Q. All right, now, there was no strike.

A. The strike was called off.

Q. Did the men continue their efforts to gain a collar-to-collar eight-hour day?

Mr. Bronaugh:

Object to that on the same ground.

A. There was—the men were always talking about collar-to-collar work and some of them figured that there was a state law—you know, that the company should have collar-to-collar, but naturally, the way the men felt that being the state law, that the state was not properly upholding it, and we never had an organization strong enough to put pressure on them, but I don't think there was a state law.

Q. Then did they continue their efforts to gain this demand?

Mr. Bronaugh:

The same objection on the same ground.

A. Well, yes, they did continue it.

By Mr. Murtha:

Q. Did they form another union later on?

A. They formed a CIO, on account of the conditions after the United Mine & Smelter Workers union broke up, which the company broke up—then conditions started to get a little worse. They started to push the men around, cut contracts and stuff like that. So the men saw the need of another organization, so we started this here.

Q. When did they form the CIO union?

A. In Iron River, they started in April, 1937.

Q. And what was the number of that union?

A. 1624—Local 1624.

Q. It is what?

A. SWOC—when I mention CIO—it is Steel Workers' Organizing Committee. We wrote in for them, they did not come in of their own accord.

Q. And there was a similar union formed at the mines in that locality, other locals, is that right?

A. The company's representation plan, after the Wagner Act was upheld by the United States Supreme Court, at the mine that I worked, after it was upheld by the Court, we held an election of the E. R. P., and they still elected officers and I was one of them elected. So they called a meeting of the committee men and naturally I was taken in at the meeting, and they wanted to change the iron ore- in other words, put it under another name, the union, and call it an independent union, and I objected—

Q. A company union?

A. Yes.

Q. Yes.

A. And they changed it to—called it the United Miners Union, or something like that. That made—we had quite a squabble over that. I withdrew. I would not having anything to do with it.

Q. The miners, through the CIO union, what is it, 16—

A. 1624.

Q. Have they continued to urge their demands, did they continue to urge their demands for an eight hour collar-to-collar day, up until May 1, 1941?

A. Yes.

Mr. Bronaugh:

Same objection as immaterial.

By Mr. Murtha:

Q. You are here under subpoena, are you?

A. Pardon.

Q. You are here under a subpoena?

A. Yes.

Q. And now, do you waive the read of—would you mind not smoking, please? Do you waive the reading of your deposition after it has been transcribed?

A. Yes.

Q. Or having it read to you or examining it—do you waive that?

A. Yes.

Mr. Murtha:

That is all. You may cross examine.

Cross Examination.

By Mr. Bronaugh:

Q. In all of the mines that you have worked in, or know anything about, until May 1, 1941, the miners were not paid for traveling time?

A. No, they weren't paid for the traveling. Neither were they paid for getting the tools on surface, and bringing in tools and equipment from surface, and bringing them to the shaft; see.

Q. In other words, in all of the mines that you have worked for, or know anything about, the eight-hour work day has been eight hours down there at the working place, at the face?

A. Yes.

Q. That is the way the company has been paying you up until May 1st, for eight hours working down in the mine at your usual working place; and traveling time and these other things I am talking about were not included in your pay?

A. I don't know what incidental things.

Q. I am talking about your tools.

A. About getting tools. It was necessary, because naturally we couldn't carry on our work.

Q. I understand. And it has been customary from the time that you knew anything about these mines not to get paid for those things?

A. No, we did not get paid prior to May 1st.

Q. And you didn't get paid for any of the traveling time?

A. None of the traveling time.

Q. None of it?

A. Oh, part of it—I will take that back.

Q. Where did you get that?

A. What?

Q. What mine?

A. You take hours face-to-face, if you had to travel, would be putting in as blasting—you see, they blast a little earlier in the mine as a safety first measure. You know what I mean?

Q. A little earlier before the end of the shift?

A. Before the end of the shift.

Q. And do you have only one time to blast in the shift?

A. No, two times.

Q. Just before the dinner hour and just before the end of the shift?

A. Correct.

Q. That is when you blast?

A. Yes.

Q. Then you come on out?

A. Yes.

Q. And that is a little bit before the end of the shift, so you do come part of the way on company time?

A. Yes.

Q. Or did?

A. Part of the way.

Q. Prior to May 1st?

A. Part of the way.

Q. But the rest of it was on your own time?

A. Yes, tools.

Q. Tools and equipment?

A. And equipment.

Q. Was all on your own time?

A. All on our time.

Q. On your time?

A. On our time.

Q. And that is universal—I mean, as far as the Nichigan Mines are concerned?

A. There are some of the mines like the Pickans-Mather up around that territory, the men work longer even at the Hanna.

Q At the what?

A. M. A. Hanna. I am talking about—I am talking about the M. A. Hanna Mine, which is the Homer and the Bates, the other property—

Q. Homer and Bates?

A. But at the other property that belongs to the Bethlehem Steel, Pickans & Mather, they work even longer.

Q. Now, who controls the Homer Mine?

A. Well, National Steel; but the Hannah is jobbing for National Steel.

Q. Well, it is affiliated with the National Steel Company?

A. Yes.

Q. The Bates Mine is too, is it not?

A. Yes.

Q. Are those vertical shafts that you go down?

A. Vertical shafts.

Q. And you go to different levels, or are there different levels in the mine?

A. Correct.

Q. And you take them in on your cage?

A. Yes.

Q. And drop them down and they get off at the levels they are working in and walk to that place?

A. Yes. They don't exactly walk to their place, see. They have to get powder.

Q. Have to get powder?

A. Yes.

Q. What I mean, they don't ride. They don't have a way to ride to the working place?

A. Oh, at the Homer. Now, when they rode in on a motor in the car because they had such a long distance to travel.

Q. Now?

A. Then they built a car for them, which was a safety first measure, and they transfer—

Q. In other words, they get off a vertical shaft and get onto a car now?

A. Yes.

Q. And how long has that been going on?

A. It was going on just under the new set-up.

Q. Since May 1st?

A. Yes.

Q. Prior to May 1st, though, they had been getting off the cage and walking to the working places?

A. No, they rode in also, but prior to this, you have to understand that sometimes they would have tools to take in and other stuff, and that came down on the last cage, and naturally, they wouldn't go in on account of they had to take this equipment in with them.

Q. Well, in other words, what you mean is, they didn't immediately leave the underground station. They had to wait there to get some tools?

A. To get the powder and whatever they needed.

Q. But whenever they left the cage, the unloading station, to go to their working places, there was some means of conveyance there to take them to it, prior to May 1st?

A. Prior to when they started to ride it was—the drift that they were driving—see, they were driving a drift to another property, and naturally, as it got further and further away, the men could not walk because it took too long so they started to ride in.

Q. Well, now, when was that?

A. Oh, they started to ride in about six months or more—maybe a year. In this place.

Q. How long does it take them to get from the top of the ground to the place where they work?

A. Let's talk about my working conditions.

Q. All right, your work.

A. Well, when I get underground, how long it takes me to get in my place?

Q. No. This is what I am asking you. You know, when you leave the top, how long does it take you to get from the top to the place where you dig ore—

Mr. Murtha:

Is that not Homer?

By Mr. Bronaugh:

Q. I am talking about right now.

A. Around 15 minutes or better.

Q. Fifteen minutes or better. And that has been true for several years, hasn't it?

A. Well, like I said, under different conditions there might be a little difference.

Q. Would it vary much?

A. No, it wouldn't vary very much.

Q. And are you about as far away from the unloading station as anybody that works in the particular mine that you work in?

A. Yes,—you mean if there are other gangs employed there?

Q. Yes.

A. Yes.

Q. So that probably nobody has to walk—has to travel in your mine from the unloading station to the working place more than, we will say, 15 minutes, or something like that?

A. Let's make it more in some of the places. Let's say between 15 minutes and 25.

Q. In other words, there might be a variance on account of the distance?

A. Ten minutes because of carrying powder and stuff like that. You know, you can't wheel it up a ladder over a long distance.

Q. And they never have gotten any pay for that time?

A. What do you mean?

Q. Up until May 1st?

A. That time it took to travel—

Q. That time that it took to travel in there?

A. No, they never got paid for all those things, that is correct.

Q. And that has always been the way it was up until May 1st?

A. I don't get you clear.

Q. All right. I will pass that by.

Now, the only,—as I understand your testimony, the only time that you ever actually took part in any negotiations with the company representatives with respect to this collar-to-collar—

A. With the company representatives?

Q. Yes.

A. Yes.

Q. (Continuing)—was one time, was it?

A. We negotiated with them one time, but I think that prior to that, I think the committee on a—

Q. I am talking about you now.

A. Yes, I negotiated one time.

Q. One time. And that was the time that you talked to a man named who?

A. Cannon.

Q. George Cannon?

A. Yes.

Q. And that was in the year 1935, wasn't it?

A. That was in—

Q. No, that was in '37.

A. '37 or '38.

Q. It was after you all formed the SWOC union?

A. We formed the SWOC union in 1937, but the demands were not presented—oh, pardon.

Q. Just let him tell it.

Mr. Murtha:

Well, get the dates straight.

A. I am crossed up. The SWOC and the United Mine & Smelter Workers, which was AFofL.

Q. Well, now, what I want you to tell me, is the one time—I am not trying to confuse you—but the one time that you negotiated with a company representative was in what year?

A. In 1935.

Q. '35?

A. Yes.

Q. And that was the AFofL union?

A. That was the AFofL union.

Q. The International Union of Mine, Mill & Smelter Workers?

A. Correct.

Q. You were on a committee?

A. I was on a committee.

Q. And that was the only committee you have been on that negotiated with a company representative, personally—you, personally?

A. No, there was a committee that went to see—

Q. I understand, but you were one of the committee?

A. Yes.

Q. And that is the only committee you have ever been on that negotiated with the superintendent or anybody representing the company?

A. Yes.

Q. And what you know about some other negotiations is what somebody told you, because you weren't there, yourself?

A. The negotiations were too secret when they were held with the management and the E. R. P., see. When the company union held their negotiations, everything was secret and the minutes were taken down by the superintendent of the mine.

Q. So you don't know anything—of your own knowledge, except the ones that you took part in yourself?

A. I know that the superintendent took the minutes down.

Q. Took the minutes down. And you didn't get your collar-to-collar as a result of your negotiations?

A. No.

Q. And you—the collar-to-collar basis of paying didn't come in until May 1, 1941, after the Wage and Hour Administrator handed down that ruling?

A. Yes.

Q. All right.

Mr. Bronaugh:

That is all I want to ask.

Mr. Murtha:

I don't think I cleared up the matter of tools—

Re-Direct Examination.

By Mr. Murtha:

Q. Where were the tools kept, prior to May 1, 1941, at the Homer?

A. Well you see where you work underground, you need equipment, such as bits, rods and drilling steel, and you need cables if you are running a tugger, and the cables are kept in the warehouse. We used to have to get an order and go and get the stuff and bring it to the shaft.

Q. That was before you descended.

A. And then timber, we had to get wedges, spikes, and the odd pieces of timber that we needed. If the occasion

arose, and lagging and stuff like that, stage bolts for raising, part of the time they were taken underground and part of the time they were not there, and—

Q. Where would you pick up those latter things?

A. And ladders, we used to pick up.

Q. Where did you get that?

A. We used to get the ladders at the carpenter shop, ladders and wedges.

Q. On the surface?

A. And bring them to the shaft, and the cables spikes, wrenches—if we needed a wrench, or anything.

Q. After May 1st?

A. After May 1st the only thing we do is get an order from the captain, or the shift boss,—

Q. And then those tools are brought to you?

A. The tools are brought to us at the face, right in the working place.

Q. Does that save some time? Does that give more time—allow more time to you?

A. That gives me more time to work.

Q. Yes. How does your production compare?

A. In the place?

Q. How does your production compare now since May 1st, 1941, with your production before May 1st, 1941?

A. Production is just about the same, but you have to speed it up a little. In other words, you have got to pound her on the back, but previously to this, working a little longer, see. If you were working contract, and would have to finish the cut, you know, blast. In other words, work—pound on the back—you know, to practically work a little harder than we should.

Q. Now, tell me this: Do you do about as much in a day now as you did before May 1, 1941?

A. Just about as much work.

Q. After blasting, how long does it take for the smoke to clear? I mean, at the Homer Mine where you are now.

A. At the Homer—it all varies.

Q. How long does it take the smoke to clear?

A. You see, the ventilation where the current is stronger, naturally, your smoke will—

Q. How is it at the Homer Mine?

A. In some of the working places it varies between—you can say like I just now mentioned, from five minutes to forty-five minutes.

Q. Are there three shifts in some places?

A. There was three shifts in the shaft when they sank the shaft.

Q. One follows the other at eight-hour intervals?

A. Yes.

Mr. Murtha:

That is all.

(Witness excused.)

(Whereupon at 4:20 the depositions were concluded.)

CERTIFICATE OF COURT REPORTER, omitted from the printed record, pursuant to Rule 23 of this Court.

* * * * * * * * * *

INTERVENER'S EXHIBIT 1 TO DEPOSITION OF SAM E. SWANSON.

Hall of ..... Lodge No. 1664 Located at Ely, State of Minn. Date May 23, 1937.

Regular

Lodge met in Special Session on above date, with the following officers in the chairs:

John Debeltz, Pres.
Geo. Burke, V-Pres.

Rudolph Krall, R. Sec'y.
Geo. Kochevar, Inside Guard.
Emil Maki, Fin. Sec'y.
Chas. Mynitti, Treas.
Howard Prouse, Guide.
Oscar Levander, Outside Guard.

Address.

International Lodge,
A. A. of I. S. & T. W. of N. A.,
500 S. Main St., W. E.,
Pittsburg, (20) Pa.

David J. McDonald, Sec'y Treas.,
Steel Workers Organizing Committee,
3600 Grant Bldg., 1500 Commonwealth Bldg.,
Pittsburg, Pa.

Martin Maki,
Box 719,
Virginia, Minn.

Henry Burkhammer,
221 Farquson Bldg., 410 or 411 Columbia Bldg.,
Duluth, Minn., 303 West Superior St.

A May 23, 1937.

The organization meeting of Lodge #1664 of the Amalgamated Association of Iron, Steel & Tin Workers of North America was called to order by temporary chairman, Martin Maki; at the Washington Auditorium, May 23, 1937, at 7:30 P. M.

Talks on C. I. O. were given by Joe Van Nordstrand, organizer of the Steel Workers Committee, and Lenard Olson, C. I. O. Organizer of Seamen.

Motion to nominate officers;

Opened; Carried;

Nominations for President:

George Burke,
John Debeltz,
John Gobitch.

Moved and supported that nominations be closed; Carried.

John Debeltz declared elected President.

Nominations for Vice-President:

Geo. Burke,
Albin Jerich.

Moved & supported that nominations be closed; Carried.

George Burke declared elected Vice-President.

Nominations for Rec. Secretary:

Rudolph Krall,
Tony Pechek.

Moved & supported that nominations be closed; Carried.

Rudolph Krall declared elected Recording Secretary.

Motion

Nominations for Financial Secretary:

Emil Maki,
Tony Pechek,

Ralph Nyman,
Frank Muhvich,
Welfred Brabin.

Moved & supported that nominations be closed; Carried;

Emil Maki declared elected Financial Secretary.

Nominations for Treasurer:

Joe Ferderber,
Tony Pechek,
Charles Myntti,
Albin Jerich.

Moved & supported that nominations be closed; Carried:

Charles Myntti declared elected Treasurer.

Nominations for Guide:

Matt Marolt,
Howard Prouse.

Moved & supported that nominations be closed; Carried:

Howard Prouse declared elected Guide.

Nominations for Inside Guards:

Matt Johnson,
George Kochevar,
Bob Nickich,
Leander Runn,
Oscar Levander.

Moved & supported that nominations be closed; Carried.

George Kochevar & Oscar Levander declared elected Inside Guards.

Moved & supported meeting adjourn; Motion carried unanimously.

B May 30, 1937.

The meeting of the Local Lodge #1664 of the Amalgamated Association of Iron, Steel & Tin Workers, of North America was called to order by Chairman John Debeltz at 7:30 P. M.

Minutes of the previous meeting read.

Moved & supported that the minutes be approved as read; Carried;

Talks were given by C. I. O. Organizer Martin Maki & Industrial Organizer Carl Nykanen.

Financial Secretary, Emil Maki, reported on the finances at to date.

Moved & support that the report be accepted; Carried;

Following business took place:

Discussion of ways & Means to enlarge the membership of the Local Lodge:

Discussion to attend the C. I. O. rally at Virginia June 6 at 2:00 P. M.

Members unanimously voted to participate in a motorcade.

The following volunteered cars:

Blaz Zakrajsek,	Emil Maki,
Louis Davich,	Tony. Popish,
Gust Watenen,	Geo. Valchoff,
Frank Baltich,	Bob Nickich,
Frank Ermas,	Fr. Muhvich,
Ben Kaatil,	Tony Paun,
Herby Akins,	Chris Evenoff,
Steve Lavor,	Chris Ivonen.

All participating in the motorcade were requested to meet at the Ely Workers Hall, June 6, at 10:00 A. M.

Moved & supported that we try to get the Washington Auditorium for the next Lodge meeting; Carried:

Moved & supported that the meeting be held Sunday, June 13, at 7:30 P. M; Carried:

Moved & supported that the meeting adjourn; Motion carried unanimously.

C June 13, 1937:

The regular monthly meeting of the Local Lodge #1664 of the Amalgamated Association of Iron, Steel & Tin Workers of North American was called to order by Chairman John Debeltz at 7:30 P. M., June 13, 1937, at the Washington Auditorium.

Minutes of the previous meeting read and approved.

Communications and correspondence read.

Moved & supported that the bill of $2.00 for letter heads be paid. Carried unanimously.

Moved & supported that collection be taken for flowers for our late Brothers John Kovach & Anton Kramar; Carried.

$24.40 was collected.

Moved & supported that the remaining $4.40 be put in the miscellaneous fund:

Carried:

Moved & supported that the Local Lodge draw up a contract for the employees of the Pioneer & Sibley mines of the Oliver Iron Mining Co. Carried:

Moved & supported that the following contract be adopted which consisted of the following demands:

(1) Recognition of the C. I. O. as the sole collective bargaining agent.

(2) Eight (8) hours from collar to collar.

(3) Seniority rights.

(4) Eight (8) ft. timber in all slices.

(5) No contract mining; Eight ($8) dollars per day minimum wage for miners.

(6) Minimum wages for dirt tramers $6 (six) dollars per day.

Carried;

Moved & supported the Lodge elect a negotiation committee; Carried.

The following men were elected unanimously:

Leander Runn,
Welfred Brabin,
Albin Jerich,
Oscar Anderson.

Moved & Supported the next monthly meeting be held on the second Sunday in July at 7:00 P. M.

Carried.

Moved & supported that the meeting adjourn. Motion carried unanimously.

D July 10, 1937.

The regular monthly meeting of the Local Lodge #1664 of the Amalgamated Association of the Iron, Steel and Tin Workers of North America was called to order by John Debeltz, Chairman, at 7:30 P. M., July 10, 1937, at the Washington Auditorium.

Minutes of the previous meeting read and approved.

Martin Maki, C. I. O. organizer of Virginia gave a talk on the interesting events and happenings that occurred at the mines on the range.

Jack Bartley also remarked about conditions on different projects at which he worked.

It was moved and supported that the Grievance Committee present a rate of their earnings for which they are to be paid and ordered paid. Motion carried. Next meeting date left open.

Moved and supported that the meeting be adjourned. Motion carried.

GEORGE BURCK,
Acting Secretary.

E

7 P. M. August 29, 1937.

The regular monthly meeting of the Local Lodge #1664 of the Amalgamated Association of the Iron, Steel and Tin Workers of North America was called to order by John Debeltz, Chairman, at 7 P. M. August 29, 1937, at the Memorial High School in Room 106.

Minutes of the previous meeting were read and approved.

Henry Burkhamer and Joe Angelo, C. I. O. organizers, both gave interesting speeches.

Meeting was well attended.

Election was discussed during the speech by Burkhamer and was decided to wait awhile.

Moved and supported that the meeting be adjourned. Motion carried.

GEORGE BURCK,
Acting Secretary.

F

7 P. M. Sept. 12, 1937.

The regular monthly meeting of the Local Lodge #1664 of the Amalgamated Association of the Iron, Steel, and Tin Workers of North America was called to order by John Debeltz, Chairman, at 7 P. M. Sept. 12, 1937, at the Memorial High School in Room 106.

Minutes of the previous meeting were read and approved.

It was brought to the attention of the Lodge that C. I. O. advertising matter was being destroyed.

H. W. Alderman, C. I. O. organizer, gave a speech and Deluca spoke on organization.

Motion made and carried to send three delegates to the A. F. of L. meeting at Hibbing Sunday, September 19, in the Odd Fellows Hall.

Moved and supported, Chairman appoint three men to attend meeting at Virginia Hibbing.

Meeting closed.

GEORGE BURCK,
Acting Secretary.

Z-31

The meeting was called to order by the vice-president George Burck, the president, John Debeltz, being in the Hibbing C. I. O. meeting.

The minutes of the previous meeting were read and approved.

A motion was made and seconded to pay $5.50 for transportation of the delegates to caucus A. F. L. at Hibbing.

A report was submitted by Emil Maki on the Hibbing Progressive A. F. L. caucus.

A motion was made and carried to accept the report submitted by Emil Maki.

A motion was made and carried to appoint 10 members to help collect dues.

1. John Jurizich—Pioneer.

2. Eino Passo—Zenith.

3. Eino Aspie—Sibley.

4. George Burek—Pioneer.

5. Howard Prouse—Pioneer.

6. George Kochevar—Zenith.

7. Steve Labor—Pioneer.

8. Charles Mahovich—Pioneer.

9. Antti Tuomikoski—Zenith.

10. John Muhvich—Sibley.

A motion was made and carried that a committee be appointed to plan a dance. The committee are: 1. Antti Tuomikoski; 2. Lee Brownell; 3. Anton Pechek.

A report was made on the Grievance Committee elected at the Fink Hall, Saturday, October 2, 1937.

John Debeltz is to get the members together.

A motion was made and carried that the meeting be adjourned. The meeting was well attended.

Acting Secretary,
ANTON PECHEK.

G Nov. 14, 1937.

The meeting was called to order by John Debeltz.

The minutes of the last meeting was read by the Secretary.

A motion was made and seconded that the minutes be adopted as read.

Sam Swanson made a report on the meeting held at Hibbing. The report was approved.

Bills were reported and ordered paid.

A motion was made and carried that Lodge No. 1664 indorse no candidate for office at coming city election.

A letter from Henry Burkhammer was read and ordered tabled for the present.

A motion was made and carried to apoint a Resolution Committee. Those appointed are John Jurisich, Sam Swanson, John Muhvich, Anti Toumikoski, Leander Runn, John Karj, Abel Anderson and Chas. Makovlich. Sam Swanson was appointed Chairman. The meeting for the Resolution Committee called for 6 o'clock Nov. 27, 1937.

The committee to attend the convention at Minneapolis in December are Emil J. Mackie, Leander Runn, and George Bruck.

A motion was made and carried that the meeting be adjourned. The next meeting to be held Dec. 12.

Secretary, G. BURCK.

H Dec. 19, 1937.

The regular monthly meeting of Local Lodge No. 1664 of the S. W. O. C. was called to order at 7 p. m. by John Debeltz.

The minutes of the previous meeting were read and approved.

Henry Burkheimer gave a talk on the C. I. O. convention held at Pittsburgh.

Joe Angelo gave a talk on organization.

Sam Swanson made a report on the Range Council meeting. Report approved.

Moved and supported that we join Range Council. Motion carried.

Moved and carried that all members wear their buttons. Motion carried.

Moved and supported that we put in our application for a meeting room in the new C. C. building. Motion carried.

Moved and supported that we suppor grievances of only those members who are in good standing. Motion carried.

Next meeting called for Jan. 16, 1938.

Motion made and carried that Meeting adjourn.

Secretary,
ANTON PECHEK.

I January 16, 1938.

The regular monthly meeting of Local Lodge No. 1664 of the S. W. O. C. was called to order at 7:00 P. M. by John Debeltz.

The minutes of the previous meeting were read and approved as read.

Communications were read and ordered filed.

Anton Pechek unanimously indorsed to be Recording Secretary to fill our the term of Rudolph Krall suspended.

The following bills were allowed and ordered paid.

$10.00 J. E. Maki, Services for 1937.
$ 3.50 Hall rent.
$ 2.00 Telegrams.
$ 6.00 Sam Swanson, Range Council Delegation.
$34.00 J. E. Maki, State Delegation.

Report on the State Delegation was made by E. Maki.

Motion made & carried that grievance committee meet with the management at least once each month.

Motion made & carried that we pay the Fin. Sec. $5.00 per mo. for his services.

Motion made & carried that we pay the Red. Secr. $1.00 per mo. for his services.

The following are members authorized to collect dues:

Steve Labor, Sam E. Swanson, Toivo Maki, J. Emil Maki, John Debeltz, Geo. Burck, Charles Myntti, Rudolph Kerntz,

Anton Pechek, John Jurisich, John Muhvich, Howard Prouse.

The following are members of the Grievance Committee:

Leander Runn, Eino Aspie, John Koschak, Jr., Frank Novosel, Albin Jurich, Charles Starkman, John Debeltz.

Meeting called for Feb. 13, 1938.

Meeting adjourned.

Secretary,
ANTON PECHEK.

J Feb. 13, 1938.

The regular monthly meeting of the Local Lodge 1664 of the S. W. O. C. was brought to order at 7:30 P. M. by John Debeltz.

The minutes of the previous meeting were approved as read.

Communications were read and ordered filed.

Motion made and carried to support the action taken on the Hill Sheppard Bill H. R. 6704.

Motion made and carried to hold a class on community form, classes to be held once a week.

Brother Martin Mackie talked on the tie between Trade Unionism and politics.

Motion made and carried to adopt the rules of procedure drawn up in National Convention.

A bill of $3.00 was allowed and ordered paid to Frank Jasper for use of his car to Duluth.

Motion made & carried to adopt a membership committee. The following were appointed:

Sibley—John Muhvich, John Koschak, Jr.

Pioneer—Anton Boitz, John Loushin, Jr.

Following have been elected to act as auditing committee:

Sam Swanson, John Kari, Matt Johnson, William Maki, George Kochevar.

10 copies of the Spy Racket were bought at $.35 per copy.

Next meeting was called for March 13, 1938.

Meeting adjourned.

Secretary,
ANTON PECHEK.

K

Ely Minn, March 13, 1938.

The regular monthly meeting of the Local Lodge 1664 of the S. W. O. C. was held at the Memorial Bldg. In Room 106.

The minutes of the previous meeting were read and approved as read.

Communications were read and action taken as follows:

1. Motion made & carried to do our business with the Postal Telegraph in favor of the Western Union.

2. Motion made and carried to support motion taken on the Schwellenbach Allen Bill.

3. Motion made and carried to take action to support Bills H. R. 9102 and S. 3296 on Federal Art.

4. Motion made & carried to support the Austin Defense Committee to the extent of $5.00 from the Local treasury.

5. Motion made and carried to buy a spray for $10.00 for our Deceased brother John Tikka.

6. Motion made and carried to ask for information of Lodge 734 Musicians Union traveling band and refer same to following committee:

Antti Tuomokoski, Adolph Janeksela, John Kotzian, Toivo, Maki, William Mackie, Robert Nikich.

Report of Financial Secretary accepted. Balance on hand Dec. 31, 1937, $181.94.

Report of Auditing Committee checked as above also accepted.

The contract to be brought to Company was discussed and a few minor changes made.

Next meeting was called for March 27 at the Memorial Bldg., Room 106.

Meeting adjourned unanimously.

Secretary,

ANTON PECHEK.

L Ely, Minn., March 27, 1938.

A special meeting of the Local Lodge No. 1664 of the S. W. O. C. was held at the Memorial Bldg. in Room 106.

Minutes of the last meeting were read and approved as read.

Communication on the Fuel Oil Tax Bill was read and ordered filed.

Motion made and carried to buy a frame for our charter.

Motion made and carried that we send a written application to the City Council for a meeting room in the new C. C. Bldg.

Motion made and carried that be buy a $2.00 ad for the Range Council C. I. O. Year Book.

Motion made & carried to pay a bill of $5.50 to Bro. Sam Swanson for expenses on trip to Range Council meeting.

Mr. Jarvi, the business manager of the Midwest Labor talked on his newspaper.

The following members were appointed to act as subscription agents.

1. George Burck, 2. Eino Aaspi, 3. Oscar Maki, 4. Matt Marolt, 5. Oscar Levander.

Mr. Hartman and Coldiron, organizers from the Duluth office of the S. W. O. C. each had a few words on organization, its purposes and effect.

We held a small discussion on different section of our proposed contract.

Next meeting called for Apr. 10, 1938.

Meeting adjourned,

Secretary,
ANTON PECHEK.

M Ely, Minnesota, April 3rd, 1938.

A special meeting of the Zenith Miners of Local Lodge No. 1664 of the S W. O. C. was held at the Ely Workers Hall.

Martin Mackie was elected chairman.

There were talks given on the results of meetings between grievance committee and mine officials.

Discussions on attempts to form rival A. F. of L. unions.

Warned against paying dues to collectors without proper credentials.

Eino Passo appointed grievance committee chairman.

The following are griavances raised and carried.

1. That a powder house be made on the 14th level.

2. Bring to the attention of officials that abusive language was used to men by shift boss Ed Williams.

3. Intimidation practiced on known Union men by the Mine Captain.

4. Request an answer on grievances previously brought up such as:

A. Ventilation.

B. Safety.

C. Time of lowering and hoisting men.

4. Request Union be allowed to post notice of Union meetings in Dry House.

N. Ely, Minn., Apr. 10, 1938.

The regular monthly meeting of the Local Lodge No. 1664 of the S. W. O. C. was held in the Memorial Bldg. in Room 106.

All officers were present with exception of Charles Mynitti & Oscar Levander.

Minutes of the previous meeting were read and approved as read.

Motion made and carried to table.

Motion made & carried to write a letter to our Senators advising them that we are opposed to investigation of the Maritime Situation by the United States Senate.

Sam Swanson made a report on his work of soliciting ads for the Range Council C. I. O. Year Book.

Motion made and carried to let all candidates for public office, who ask to come to speak for not more than 15 minutes.

A committee was appointed to meet & confer with the community board for the purpose of getting a meeting room in the C. C. building and allowing us to hand up our charter.

1. Howard Prouse, 2. Sam Swanson, 3. Emil Maki, 4. John Krall, 5. George Burck, 6. Anton Pechek.

Next meeting called for May 15, 1938. Meeting adjourned.

Secretary,
ANTON PECHEK.

O.

Ely, Minn., May 15, 1938.

The regular monthly meeting of the Local Lodge No. 1664 of the S. W. O. C. was held in room 106 of the Memorial Bldg.

Motion made and carried to accept the minutes of the previous meeting as read.

Motion made & carried to develop sports activities within our Local.

The following are appointed on committee: John Krail, Steve Strutzel, Frank Jasper, John Loushin & Emil Maki (Pete Maki).

The communication on ties with the State Emblem of the C. I. O. was ordered tabled.

Bill for pamphlets was ordered paid	$ 2.50
Newspaper Guild strikers	5.00
Scrap Iron workers	5.00
Motion John Debeltz for running expenses	10.00
Frame for our Charter	4.00

Financial Secretary's report accepted.

Report of the Auditing committee thru March 31, 1938, accepted.

S. W. O. C. auditors report accepted.

P. M. Curran.

Motion made and carried to keep our entertainment fund separate from our expense fund.

A report was made on proceedings of the Dance Committee.

Organizer Tomasich had a few words to say.

11 Candicates for Political Offices made talks on different phases of politics.

Next meeting called for June 11, 1938, at the Community Bldg.

Meeting adjourned.

Secretary,
ANTON PECHEK.

P. Ely, Minnesota, Sat. June 11, 1938.

The regular monthly meeting of the S. W. O. C. Lodge No. 1664 was held at the Community Bldg. in the Auditorium.

The minutes of the previous meeting were read and approved as read.

Communications take care of as follows:

1. The bill providing federal fund for W. P. A. and other projects was ordered filed.

2. Action taken on the letting of government contracts was approved.

3. Motion made & carried that the members of our Union boycott products of the Pure Oil Company, Hickok Oil Company, Continental Oil Co. & American Oil Company.

4. The LaFollett Civil Liberties committee ordered filed.

5. Request of Miscellaneous Workers Union of Austin was ordered filed.

6. Motion made & carried to order 50 dress buttons to be sold at $.50 each.

7. The petition of the Commitee of a Million for Unity to be signed & sent to Kenosha Wisc.

8. Minnesota Leader Photographs of our late governor Floyd B. Olson ordered filed.

Martin Mackie talked about the labor situation on the range.

Plans for the Labor Day program to be carried on.

Next meeting called for June 26 at the Community Bldg.

Meeting adjourned.

Secretary.
ANTON PECHEK.

Ely, Minnesota, Sun. June 26, 1938.

A meeting of Lodge No. 1664 was held at the Community Bldg.

The minutes of the previous meeting were read and approved as read.

Motion made and communications ordered filed as follows:

Acknowledging receipt of resolutions sent to Pres. F. D. Roosevelt, Sen. Henrick Shipstead and Sen. Ernest Lundeen.

L. D. Pro Committees.

Communication from the City of Ely concerning The Community Band for Labor Day Program referred to committee Sam Swanson, Matt Marolt, Jack Pavlisick, Joe Kastelic Howard Prouse and Geo. Burke.

The following are members of the Sports committee: Frank Jasper, Steve Strutsel, John Krall, Matt Marolt, Standley Loushin, Emil J. Maki and Riston Ivonen.

The following are members of the entertainment committee: William Mackie, Toivo Maki, John Kotzian.

Report by William Mackie on the progress of the entertainment committee and accepted.

Proceeds from the First Annual Ball, $223.42. $50 was allotted to the Sports Committee for advancement of the Diamond Ball team.

Report on the meeting held at Hibbing and called by Bro Burkhammer was made by J. E. Maki and Sam Swanson.

The following are members of a committee to draw up a resolution concerning the rerouting of HiWay No. 1. from 10th Ave. E. to the Cemetery Road. This resolution to be sent to Comm. Elsberg, Gov. Benson, Sen Lommen, Rep. Ray Anderson and Joseph Karker.

The present officers were all elected to the same offices unanimously.

Next meeting called for 4th Sun. July.

Meeting adjourned.

Secy.,

ANTON PECHEK.

R Ely, Minnesota, Sunday, July 24, 1938.

The minutes of the previous meeting were read and approved as read.

Communications were read and ordered filed as follows:

1. Local 270 of Banning, Calif.

Local 478 Austin, Minn.

2. Relocation of Highway I east end of Ely.

Moved and supported to set aside $50 for Labor Day expenditures.

A committee of 3 was appointed to meet with the Equalization Board of the City of Ely. Sam Swanson, J. E. Maki and Anton Pechek.

Bro. Martin Mackie explained what labor is doing on the Range.

Moved and supported to accept the statement of our Financial Secretary.

Monies in the bank $473.76 ..... $706.17

Moved and supported to accept the report of the Auditing Committee.

Discussion was held on the problem of the Labor Day Program.

Meeting adjourned.

Secretary,
ANTON PECHEK.

S Ely, Minnesota, Friday, Aug. 26, 1938.

The minutes of the previous meeting were read and approved as read.

The following officers were absent.

Anton Pechek, J. Emil Maki, Howard Prouse.

Letters from Congressman Bernard and Harold Atwood were read and ordered filed.

Letter to be sent to the President of Armour & Co. was ordered to be filled out.

Report of the Labor Day Committee was heard & ordered filed.

Letter on Regional Conference to be held in Duluth on Sept. 10. Delegates are John Krall, Eino Passo, Rueben Taylor, Sam Swanson, John Muhvich, John Debeltz.

Chairman Debeltz made a report on relocation of Road No. I.

Motion made & supported we write a letter of thanks & appreciation to Comm. Elsberg for his efforts in having the work on Highway No. I done this fall.

$76.00 in dues was collected at the meeting.

Secretary was instructed to make a list of the Zenith Miners.

Report of the Grievance Committee was made by Debeltz.

SAMUEL E. SWANSON,
Acting Secretary.

T Ely, Minnesota, Sept. 23, 1938.

Community Bldg.

1. The minutes of the last meeting were read and approved.

2. Officers absent, Oscar Levander.

3. A bill for $5.93 for letterheads and paper was ordered paid.

4. Letter of appreciation from J. T. Bernard was ordered filed.

5. A bill for $10.00 for expenses to a Labor Conference in Duluth Sept. 13, was ordered paid.

6. A report on the Conference was made by Sam Swanson.

7. A report on the Labor Day Committee was made by Sam Swanson.

8. A letter of thanks was ordered sent to Jacob L. Pete for the use of his car to the Duluth Conference.

9. A report of the Zenith Grievances was made by Eino Passo.

10. A bill for $.71 for Soc. Sec. records and notarizing same.

11. Motion made and carried to donate $25.00 to the Local Farmer Labor Club for Campaign purpose.

12. Motion made and carried to donate $10.00 to J. T. Bernard for campaign expenses.

13. Motion made and carried to appoint three members to attend a Farmer Labor Club meeting. Leander Runn, George Burck and George Kochevar.

14. Motion made and carried that we take in new or suspended members upon payment of two month's dues. Initiation fee omitted.

15. Motion made and carried to get a 100 copies of the By-Laws and have them distributed to members.

16. Motion made and carried to have a good time party for members and

a. $50.00 to be taken from Entertainment fund.

2. Committee to form plans—1. Sam Swanson, 2. John Muhvich, 3. Stanley Lobe, 4. Louis Banks, 5. Howard Prouse.

Meeting adjourned.

ANTON PECHEK,
Secretary.

U. Ely, Minnesota, Fri. Oct. 21, 1938.

1. The minutes of the previous meeting were read and approved as read.

2. Motion made & carried that we have no political speakers at any regular meeting.

3. Motion made & carried to donate $5.00 toward Senator Lommens broadcast.

4. Letter of appreciation for $10.00 for campaign expenses received from J. T. Bernard.

5. The financial secretary's report for 1st quarter was accepted. $508.33 total monies in the bank.

6. A report was made by the C. I. O. bowling club.

7. $60 was spent for a good time party.

8. Report of the Grievance Committee was made by Chairman John Debeltz.

9. Emil J. Maki was unanimously elected as an addition to the grievance Committee.

10. Samuel Swanson made a report on the Range Council meeting in Sept.

11. Meeting adjourned.

ANTON PECHEK,
Secretary.

V. Ely, Minnesota, Friday, Nov. 11, 1938.

The minutes of the last meeting were read and approved as read.

Answer from H. E. Wenzel, Comm. of Conserv. was ordered filed. It regards resolutions of.—

Motion made & carried to send the family of any deceased member a copy of the Social Security Board notice.

A bill for $6.60 for delegation to Range Council was ordered filed.

Stamps & Social Sec. $12.00 O. K.'d.

A typewriter was bought from J. E. Maki for $37.50.

A $15.00 bill was approved spent out of the entertainment fund for an after meeting lunch.

A Range Council meeting report made by Sam Swanson accepted.

A report was made by Fin. Sec'y. Total balance in the bank, $713.30, accepted.

Adron Coldiron had a few words to say as also did Bro. Tomasich.

A motion made and support that the chairman appoint a Legislative & negotiating committee.

A few members of the Eveleth Local were also present. They were well impressed by the attendance & strength of our Lodge.

Meeting adjourned.

Secretary,
ANTON PECHEK.

W.

The regular monthly meeting of the Steel Workers Union was held in the Community Center Building on Friday, December 9th at 7:30 P. M.

The minutes of the last regular meeting was approved as read.

Communication from Henry Burkhammer regarding contract with Oliver Iron Mining Co. was ordered filed.

Chairman announced he had appointed Eino Passo and George Kochevar from the Zenith mine, Eino Aspie and John Muhvich from Sibley and Oscar Maki, Art Souja, Howard Prouse and Sam Swanson from the Pioneer on the legislative and negotiating committee.

Report was made by the legislative committee and a talk on legislation problems was given by representative elect William Hantala and organizer Andrew Tomasich on the same.

Moved and supported we attend the meeting of the legislative committee at Eveleth on December 10th. Carried. Eino Passo and Eino Aspie were appointed as delegates.

Moved and supported we donate $5.00 out of the entertainment fund for the Christmas basket fund. A collection of $6.35 was taken up among the members and a total of $11.35 was ordered turned over to the fund. Howard Prouse, Frank Jasper and Wm. J. Makie were appointed on this committee to meet with Ray Hoefler on Dec. 15th. Moved and supported to send Range Council $10.00 expense of delegate.

Moved and supported that we send Dr. O. W. Parker $5.00 for the purchase of Xmas seals. Carried.

Moved and supported we pay bill of Eino Passo for Range Council delegates for the amount of $9.25. Carried.

Moved and supported we donate $5.00 to the International Timber Workers Union #29 in their fight against wage cuts. Carried.

Moved and supported we have lunch at our next regular meeting on January 13th. Howard Prouse, Rudy Kerntz, and Sam Swanson were appointed on this commitee. Carried.

Report was made by Chairman Debeltz on meeting with Oliver officials. Meeting adjourned. Sam Swanson, Acting Secretary.

X.

The regular monthly meeting of the S. W. O. C. was held at the Community Building on Friday Jan. 13, 1939. at 7:30 P. M.

The minutes of the previous meeting were read and approved as read.

Instructions were given the Secretary to send for 50 S. W. O. C. buttons.

The cummunication from the Hearst Strike Committee Chicago was ordered filed.

Letter of appreciation from the Timber Workers Local #29 was ordered filed.

Motion made supported and carried to accept the Financial Secretary's report. 527.01.

The following bills were ordered paid.

For a check book $2.00.

Filing cabinet $2.50.

Levi Saari $4.00 for shaves & hair cuts Wester Mala Maki.

Postage Soc. Security etc. $2.00.

To Eino Passo for two trips one to Eveleth ahd 1 to Virginia $8.50.

$10 was allowed from the General fund toward a radio program on Labor organization thru Station W. M. F. G.

A report on the progress of the bowling team was made by Matt Marolt.

Shoes were ordered bought for the bowling team.

Brother Adron Coldiron talked on the Labor organization problem. Accepted.

John Debeltz made a report on the grievance committee. Accepted.

Report of the Legislative Committee made by Sam Swanson. Accepted.

Report on the Nat'l S. W. O. C. convention held in Nov. 1938 was made by Delegate Fred Smith. Accepted.

The Secretary was instructed to send letters to Congressmen and Senators to continue W. P. A. as at present.

Karl Nikkanen is the instructor of the W. P. A. Community Forum.

Motion made and carried we sponsor this Forum and arrange to get a meeting place for same.

Bills for lunch to be held after this meeting were ordered to be met.

Meeting adjourned 10 P. M.

Secretary,
ANTON PECHEK.

Y.

A special meeting of the S. W. O. C. was held at the Community Center Auditorium on Saturday, Feb. 4, 1939, at 7 P. M.

Minutes of the previous meeting were read and approved as read.

Motion made supported and carried that we write resolution letters to William Pittinger, Congressman Woodrum

and Speaker Bankhead on adequate appropriations to the N. L. R. B.

Motion made supported and carried to donate $5.00 to Local 1138 strike fund.

The reply of Henrik Shipstead to our letter on W. P. A. appropriation was ordered filed.

Bills for lunch to be served after this meeting were ordered met.

Brothers Henry Burkhammer and Adron Coldiron gave a little talk and received a big hand.

Meeting adjourned.

Secretary,
ANTON PECHEK.

Z.

The regular meeting of the S. W. C. C. was held in the C. Bldg. Auditorium on Feb. 25, 1939, at 7:00 P. M.

Received acknowledgment of recoluations pertaining the Wagner Labor Act. from the following:

1. Gov. Herald E. Stassen.
2. William A. Pittenger.
3. Ernest Lundeen.
4. Henrik Shipstead, and
5. Gerard Reilly Solicitor of Labor.

Resolution made supported and carried we buy a $2.00 ad. for the Anniversary issue of the Midwest Labor.

Bill for $5.50 to Levi Saari was ordered paid for haircuts & shaves for Bro. Wester Mckie.

Four tickets at 25c for the Annual Winter Sports Frolic were ordered bought.

The County Mine Inspector, Mr. Ed Smith, was here and discussed mine safety problems with the members.

Meeting adjourned.

ANTON PECHEK, Sec'y

Z-1.

1. The regular monthly meeting of the S. W. O. C. Lodge 1664 was held in the C. Bldg. Auditorium on Sat. Mar. 25, 1939. The meeting was opened by Vice Chairman George Burck at 7:30 P. M.

2. The minutes of the previous meeting were read and approved at read.

3. The communication from Henry Burkhammer on the Fansteel Case was read.

a. Motion made & carried to donate $5.00 toward support of the families of the members who are in jail.

4. The letter from Henry Burkhammer in regards to organizing the Soudan Miners was ordered filed.

5. The report of collections and expenses of the Radio program on Labor organization was ordered filed.

6. The exemption from payment of Initiation fee definitely ends on Mar. 31, 1939.

7. The communication from the Hearst Strike committee was ordered filed.

8. A letter of appreciation from the Ely Commercial Club, for our participation in the Winter Sports Frolic was ordered filed.

9. Bro. Sam. Swanson & delegation to the Range Ind. Council was requested to attend the United May Day Committee meeting at the same time.

10. Sam Swanson read a few articles of the law pertaining to the duties of the County Mine Inspector.

a. Motion was made & carried to write letter to County Commissioners and to request the other locals to do the same to elect a mine inspector other than now in office.

11. Motion was made & carried that we buy 20 tickets for a dance from the Ely P. T. A. for the Eye glass fund.

12. The report from the Grievance Committee on the Hospitalization question was favorable.

13. The meeting was adjourned at 10:00 P. M.

ANTON PECHEK, Sec'y.

Z-2.

The regular monthly meeting of the S. W. O. C. was held in the Community Bldg. Cafeteria on Saturday Apr. 29, 1939, at 7:00 P. M.

The minutes of the previous meeting were read and approved.

Letter from Van A. Bittner acknowledging receipt of $5.00 for the Fansteel Workers was received and ordered filed.

Letter of thanks from Mrs. A. L. McMahon was ordered filed.

Communication from Hearst Strike Committee was ordered filed.

Communication from the Friends of the Abraham Lincoln Brigade was ordered filed.

A call for delegates to the 2nd Annual Convention of the Minn. C. I. O. was read.

a. Moved and supported and carried that we elect 4 delegates, 1 from Zenith, 1 from Sibley, and 2 from the Pioneer Mine. Eino Passo, Zenith, John Muhvich, Sibley, Samuel Swanson & Anton Pechek, Pioneer were elected. Delegates ordered to leave Friday morning to take in entire convention.

Communication from Bro. Tony Petroff was received and discussed.

Moved and supported we donate $10.00 and a committee of 3 investigate this case. Carried. Appointed were John Jurisich, Dan Chachich and Anton Pechek.

A sympathy card of thanks was received from the Sershen family. Ordered filed.

A delegation of ten visiting members from Eveleth C. I. O. Lodge 2078 was introduced.

Representatives Hartman & Coldiron gave talks on how negotiations were proceeding.

Range council president Fred Smith also visited our lodge.

Financial report showing a balance on hand.

Auditing Committee report was read and ordered filed.

A bill for $9.00 for barber services to Bro. Ignac Jerich was ordered paid.

It was decided to sponser a Diamond Ball Team to the extent of $50.00.

A bill for lunch was ordered paid.

Meeting adjourned.

ANTON PECHEK. Sec'y.

Z-3

At a special meeting held in the Community building May 20, 1939.

A welfare committee of 5 was appointed: Anton Pechek, Dan Chachich, John Jurisich.

The Bond Issue was indorsed. To take up the outstanding warrants at 6% and borrow from the state at 3%.

Meeting adjourned.

ANTON PECHEK. Sec'y.

Z-4.

Lodge 1664.

The regular monthly meeting of the S. W. O. C. was held in Room 209 of the Community Bldg. at 7:00 P. M. on May 27, 1939.

The minutes of the previous meeting were read and approved as read.

Communications.

1. A letter from Joe Van Nordstand St. E. Council Pres. on the Wagner Act was ordered filed as it has been acted on previously.

2. A letter from the Ely City Council on keeping our alleys clean was ordered filed.

3. The Washington News letter on social legislation a bi-weekly paper was ordered filed.

4. A letter from the Midwest Labor was read. Sam Swanson was elected correspondent or reporter.

5. A letter from Chairman Philip Murray on displacement of labor by machines was ordered filed.

A. A bill of $4.00 for barber services for Ignac Jerich was ordered paid.

$51.30 was the cost of the delegation to the 2nd Annual Convention of the State C. I. O. council.

A report on the convention was made by Sam Swanson.

Meeting adjourned.

ANTON PECHEK, Sec'y.

Z-5. Lodge 1664.

The regular monthly meeting of the S. W. O. C. was held in Room 209 of the Community Bldg. on June 24, 1939.

The meeting was called to order by Pres. John Debeltz at 7:00 P. M.

The minutes of the previous meeting were read and approved as read.

The communication O. W. Rogers of Stroud, Okla. Bx. 341, in behalf of the Mid-Continent Strike Committee, Tulsa, Okla. was ordered filed.

The Sec'y was instructed to write to our congressman and to the chairman Edward T. Taylor of the House appropriations committee, in support of the Casey Bill, H. R. 6470.

The answer of Ernest Lundeen on Amendments to the Wagner Act was filed.

The communication relating that Martin Mackie and Andrew Tomazich are no longer Representatives of the S. W. O. C. was ordered filed.

Governor Stassens letter on his Minn. Traffic Safety Contest was ordered filed.

Letter concerning leaflets on the Apex Verdict case was ordered filed.

A bill of $5.00 for barber services to Ignac Jerich was ordered paid.

Rep's Brown and Coldiron attended our meeting and also Bro's Westling and Sepanio from Virginia.

The Labor Day celebration committee was ordered to go ahead with their plans.

Report of the grievance committee was made by Geo. Burck.

The chairman to select the men he wants to serve on grievance committee, same to be voted on at the next meeting.

Meeting adjourned.

ANTON PECHEK, Sec'y.

The following are the officers elected unanimously to serve from July 1st, 1939, to July 1st, 1940:

Geo. Burck	Pres.
John Muhvich	Vice Pres.
Anton Pechek	Rec. Sec'y.
J. E. Maki	Fin. Sec'y.
Charles Mynittie	Treas.
Eino Passo	Guide
Wm. Shop	Guard

Grievance Committee for the Oliver Iron Mining Co.

Charles Starkman.	Oscar Maki.
Leander Runn.	Eino Aspi[illegible].
John Muhvich.	Frank Noyes[illegible].
John Kari.	George Burck.

Welfare Committee.

John Jurisich
Dan Chachich.
Eino Passo.
Rudolph Kerntz.
Antti Tuomokoski.
John Loushin.
Joseph Pechavar.

Membership Committee.

John Debeltz.
Anton Pechek.
John Muhvich.
Geo. Burck.
J. Emil Maki.
Eino Passo.
John Jurisich.
Eino Aspie.
Louis Banks.
Sam E. Swanson.
Charles Myntti.

Sports Committee.

Frank Jasper, Ch.
Risto Ivonen.
Mathew Marolt (Shorty).
Herbert Akins.
Bob Nikich.
John Krall.
Urho Hokkanen.

Dance Committee.

Wm. Mackie.
John Kotzian.
Howard Prouse.
Henry Hendrickson.
Dominic Finco.
Nat. Mondati.
Bob Nikich.

Auditing Committee.

John Kari.
Matt Johnson.
George Kochevar.

Z-6.

The regular monthly meeting of the S. W. O. C. #1664 was held in the Community Bldg. Room 209 on Saturday July 29 1939.

The meeting was called to order by Pres. Geo. Burck at 7:30 P. M.

The minutes of the previous meeting were read and approved as read.

The communications were taken care of as follows:

Sam Swanson, John Muhvich and Geo. Burck were elected delegates to participate in the meetings of the Range Civic Association.

A sympathy card from the family of the late John Stubler was ordered filed.

Bill for $6.00 for barber services to Ignac Jerich was ordered paid.

Bill for $13.00 financing a trip to Duluth for information on the stamp system of dues collecting was ordered paid.

A report of the trip was made by J. Emil Maki.

The financial report leaving a balance of $526.77 was accepted as made.

A report on the progress of the Labor Day Program Committee was made by Sam Swanson.

A motion was made supported and carried to donate $10.00 to the Cass Lake Strike Fund.

A motion was made supported and carried to award each Eino Passo Louis Banks and Geo. Kochevar $5.00 for the shift each lost when subpoenaed in the N. L. R. B. hearing of the Richards Mather Mining Co.

John Skerjanc was instructed to make a full report of his grievance and also to accompany the grievance committee on their next trip to the Oliver office.

The meeting was adjourned 9:15 P. M.

ANTON PECHEK. Sec'y.

Z-7.

The regular monthly meeting of the Steel W. O. C. was held in Room 209 in the Community Bldg. on Saturday Aug. 27, 1939.

The meeting was called to order by V. Pres. John Muhvich at 7:00 P. M.

The minutes of the previous meeting were read and approved as read.

The action of the Sec'y on the strike question between the P. W. O. C. and Armour & Co. Chicago was approved.

Fred Brown, Org. made a report on the progress of the S. W. O. C.

Sam Swanson made a report on the progress of the Labor Day Committee.

John Skerjanc's grievance was satisfactorily settled.

A bill for $5.00 for barber services to Ignac Jerich was ordered paid.

$10.00 was allowed the Diamond Ball team for a scheduled game at the Embarrass Community fair Sept. 3, 1939.

Meeting was adjourned.

ANTON PECHEK, Sec'y.

Z-8. Ely, Minnesota, Sept. 23, 1939.

The regular monthly meeting of the S. W. O. C. Lodge =1664 was held in Room 209 in the Community Bldg. at 7:00 P. M.

The meeting was called to order by Pres. Geo. Burke.

The minutes of the previous meeting were read and approved as read.

A receipt from the Cass Lake Strikers was ordered filed.

The Secretary was order to send a resolution to the Armour Packing Co. To negotiate a contract with it's workers.

The communication regarding insurance for our officers was ordered tabled until next meeting.

The Secretary was instructed to send for a hundred cards to be used to ask for a statement of earnings from the Social Security Board.

$28.00 was realized from the sale of show tickets by the Bowling Club. It was ordered turned over to the Fin. Sec'y.

$8.00 was allowed to bowling team for a return match with Keervantin.

A report on the Labor Day Program was made by Sam Swanson. A balance of $2.81 is left in the Labor Day Fund.

A report of the grievance committee was made by Geo. Burke.

a. A motion made & carried to ask for a duplicate accident report for every injury.

The Welfare Committee was instructed to call on the widows of our members.

A bill for barber services to Ignatz Jerich was ordered paid.

Meeting adjourned 8:30 P. M.

ANTON PECHEK, Sec'y.

Z-9

Ely, Minnesota, Oct. 14, 1939.

The regular monthly meeting of the S. W. O. C. Lodge #1664 was held in the Community Bldg. at 7:30 P. M.

The meeting was called to order by Pres. Geo. Burke.

The minutes of the previous meeting were read and approved as read.

The communication from the Hearst Strike Committee Chicago was ordered filed.

The communication from the V. F. W. in regards to moving picture was ordered filed.

The summary of the audition of our books from Apr. 11, 1938 to July 31, 1939 was ordered placed on file. Auditor F. D. Applebee.

The Sec'y was ordered to send resolutions regarding to rights of workers involved in the Farm Credit Administration and its subsidiaries to organize.

The Fin. Sec'y report leaving a bal. of $618.23 was accepted as made.

The Treasurers report accepted as made.

Organizer Adron Coldiron gave a report on the progress made on the Iron Ranges.

Fred Smith Range Council Pres. was present.

Sam Swanson made a report on the last Range Council meeting.

Motion was made and carried to advance $15.00 per capita to the Range Council.

Communication regarding Ins. for officers was ordered tabled.

Motion was made and carried to have lunch and invite members of other lodges on Range.

Motion made and carried to pay Barber Dan Bokin for barbers services to date to Joseph Pechavar.

Meeting adjourned at 9:00 P. M.

ANTON PECHEK.
Sec'y.

Z-10. Ely, Minnesota, Nov. 18, 1939.

The regular monthly meeting of the S. W. O. C. Lodge =1664 was held in the Community Bldg. Auditorium at 7:30 P. M.

The meeting was called to order by Pres. Geo. Burke.

The minutes of the previous meeting were read and approved as read.

The communication from the International Labor Defense N. W. City was ordered filed.

The communication from the Mid-Continent Petroleum Corp. Strike Comm. Tulsa, Okla. was ordered filed.

The communication from the Hearst Strike Comm. Chicago, Ill. was ordered filed.

The answer from Senator Henrik Shipstead in regards to Farm Credit Administration was ordered filed.

The Range Council report was made by Sam Swanson.

The following delegation made interesting talks on the progress on the S. W. O. C. on the rest on the Range.

Adron Coldiron, Organizer.
Bro. Baxter, Pres. Lodge =1028 Duluth.
Bro. Brown, Organizer.
Bro. Hartman, Organizer.

The grievance committee report was made by Pres. Geo. Burke.

The bill for lunch after this meeting was ordered paid Ely Co-op for groceries $13.13, Harry Horner for Refreshments $7.50, Laundry $1.17. Other bills are $8.70 Bowling Club for shoes, and stamp & miscellaneous $3.00.

A delegation of officers and grievance committee men was ordered to attend a meeting at Hibbing Nov. 26, 1939, to discuss ways and means of obtaining 100% Locals and settling grievances.

Meeting adjourned 9:30 P. M.

ANTON PECHEK, Sec'y.

Z-11. Ely, Minnesota, Dec. 16, 1939.

The regular monthly meeting of the S. W. O. C. Lodge #1664 was held in the Community Bldg. in Room 218 at 7:30 P. M.

The meeting was called to order by Pres. Geo. Burke.

The minutes of the previous meeting were read and approved as read.

The communication from Senator of Minn. Ernest Lundeen on the Farm Credit Admin. was ordered filed.

A poster Calendar from the Amalgamated C. W. of A. was received and the Sec'y was ordered to keep same until we have a fit place to put it.

The Sec'y was commended on his action when he bought a $5.00 subscription certificate from the National Tuberculosis Association.

A Holiday greeting card from Regional Director Van A. Bittner was ordered filed.

A communication on the Amended Social Security Act was read. Secretary was instructed to write to Labor Information Division, Social Security Board, Wash. D. C. requesting a representative to come and explain the Amended Social Security Act and answer questions.

Communication from Mid West Labor was ordered filed.

The organizers present were Coldiron, Fred Brown & Alderman. Coldiron made a report of a meeting of officers held at Hibbing, Nov. 26, 1939.

The Sec'y was instructed to write a letter of commendation to F. D. Roosevelt & John L. Lewis for their stand on War question.

The Sec'y was instructed to write a letter to Leroy Salsich requesting a meeting for the purpose of negotiating a contract.

Motion made & carried to send Christmas baskets to widows of our members and laid up members. Baskets to be sent to Mrs. John Tikka, Mrs. Frank Bobins, Mrs. Anton Broja, Mrs. John Stubler, Mrs. Pete E. Olman, Mrs. Anton Kromar, Louis Glatch, Joe Pechavar Wester Maki & Ignac Jerich.

Motion made & carried we have lunch at the next meeting. This meeting to be called for the purpose of organizing an Organizing Comm. to work for a 100% Local. Also to invite members wives, mothers and sisters and daughters 16 yrs. of age or over for the purpose of organizing a Ladies Auxiliary.

Meeting was adjourned 10:00 P. M.

ANTON PECHEK, Sec'y.

Z-12. Ely, Minnesota, January 13, 1940.

1. The regular monthly meeting of the S. W. O. C. Lodge #1664 was held in the Cafeteria of the Community Bldg. at 7:30 P. M.

2. The meeting was called to order by President Geo. Burke.

3. The minutes of the previous meeting were read and approved as read.

4. The communication from Henry Burkhammer in regards to number of unemployed or on relief was taken care of by the Secretary.

a. Motion made supported and carried to commend Sec'y on his action.

5. The communication from the Mid-Continent Petroleum Corporation Strike Committee of West Tulsa, Okla. was ordered filed.

6. Fin. Sec'y made his report leaving a bal. of $618.60 in the First Nat'l Bank.

a. Report accepted at made.

7. Treas. report also accepted as made.

8. Bro. Alderman talked on the Aid a Womens Auxiliary Can Give to an organization.

Bro. Coldiron substantiated this talk.

9. Dr. Snyker was called on and he talked on the prevalence of diseases and how to prevent. He also answered questions by members.

10. Geo. Burke made a report of the grievance committee.

11. The bills for the lunch after the meeting were ordered paid.

12. Motion made accepted and passed to donate $10.00 toward Finnish Relief Fund.

13. Meeting adjourned at 9:15 P. M.

ANTON PECHEK, Sec'y.

Z-13.

Ely, Minnesota, Feb. 10, 1940.

The regular monthly meeting of the S. W. O. C. Lodge #1664 was held in Room 209 of the Community Bldg. at 7:00 P. M.

The meeting was called to order by President Geo. Burke.

The minutes of the previous meeting were read and approved as read.

The communication from the Hearst Strike Committee, Chi. Ill. was ordered filed. for aid.

The communication from the U. E. R. & M. Workers of Minneapolis was ordered filed. for aid.

The communication from the State Minnesota Industrial Union Council was left to the discretion of the Secretary.

Bro. Henry Burkhammer talked on the benefits of the C. I. O. over the A. F. O. L. in our case.

Motion was made supported and passed that we buy a flag for $20.00.

Meeting adjourned at 9:00 P. M.

ANTON PECHEK,
Sec'y.

Z-14. Ely, Minnesota, Mar. 9, 1940.

The regular monthly meeting of the S. W. O. C. Lodge 1664 was held in Room 209 at the Community Bldg. at 7:30 P. M.

The meeting was called to order by Pres. Geo. Burke.

The minutes of our previous meeting were read and approved as read.

Motion made and carried to send $2.00 greeting Adv. to the Midwest Labor 3rd Anniversary Edition.

The communication from the Duluth Ind. U. Council was ordered filed.

The communication from the Head office Pitts. in regards to buttons for those members who are paid up for the year was ordered filed.

Motion made and carried that the Chair appoint a committee to investigate whether we can hang the Constitution of the United States in the Community Bldg.

Adron Coldiron talked about the Union situation throughout the Range.

All members are urged to attend our next meeting. Apr. 14. 1940.

Meeting adjourned at 9:00 P. M.

ANTON PECHEK, Sec'y.

Z-15.

The regular monthly meeting of S. W. O. C. Lodge =1664 was held in the Community Center Cefeteria on April 13th at 7:30 P. M.

Meeting called to order and the following officers were marked absent. Rec. Sec'y Anton Petchek, Treasurer, Chas. Myntti, and Guard William Shop. The minutes of our last meeting were read and approved as read.

Communications from the Hearst Strike Committee and the Mid-Continent Petroleum Strike Committee were read and ordered filed. It was noted that the D. X. Gasoline Strike has now been settled.

Motion was made and carried that our secretary write in to our congressmen and senators urging them to oppose any changes in the Wagner Labor Relations Act. Members were also urged to write in about this matter.

Motion was made and supported that we send in the three resolutions from Burkhammer to their proper places, properly signed and sealed by the resolutions committee. Carried.

Chairman Burck announced he would appoint a resolutions committee after the meeting.

Financial statement showing a balance of $796.14 on hand at the close of the quarter ending Mar. 31st 1940 was read and accepted.

Report made on Range council meeting held in Hibbing on Mar. 10th was made by Sam E. Swanson was accepted.

Motion made and supported that the Committee appointed on July 29th, 1939, attend all meetings in Ely of the Range Civic Association. Carried.

Representative Fred Brown gave a short talk about organization and urged us to send a delegate to the International Convention of the S. W. O. C.

Bills for $9.00 expenses of range council delegates and $5.60 for frame on the constitution ordered paid.

Motion made and supported that we send a delegate to the International Convention to be held in Chicago on May 14, 15, 16, 17, 1940. Standing vote was taken, 22 for—17 against. Carried.

Toivo Hill was elected to attend as delegate and to received his wages lost, transportation costs and 4.00 per day for six days as expenses.

Lunch was ready and meeting adjourned.

SAM E. SWANSON,
Acting Secretary.

Z-16. Ely, Minn. May 11, 1940.

The regular monthly meeting of the S. W. O. C. Lodge #1664 was held in Room 218 of the Community Bldg. at 7:00 P. M.

Meeting was called to order.

The minutes of the previous meeting were read and approved as read.

The communication in regards to the reports of auditing committee was ordered filed as they are doing as they are supposed to.

Our letter in regards to various legislative proposals was answered by Rep. W. Pittenger and ordered filed.

Organizer Browns report in regards to a contract were very favorable.

Motion was made and carried to accept the Evergreen Miners into our lodge without having to pay an initiation fee for one month May 11, 1940 to June 11, 1940.

Motion made and carried to get as many members as possible to attend our next meeting as we are to elect officers for the next year.

Meeting adjourned.

ANTON PECHEK, Sec'y.

Z-17. Ely, Minn. June .., 1940.

The regular monthly meeting of the S. W. O. C. Lcl 1664 was held in Room 209 of the Community Bldg.

The meeting was called to order by chairman Geo. Burke.

The minutes of the previous meeting were read and approved as read.

The communication from Musicians Union #734 was ordered filed.

The communication from the S. W. O. C. in regards to citizenship committee was ordered filed.

A letter from the S. W. O. C. asking any and all members to act as organizers was received. Anyone interested to get his card and button from the District Director.

A report of the Treas. leaving a balance of $771. was accepted.

Org. Fred Brown made a report of the situation on the range meeting held in Duluth on June 16th, on the contract issue, and also on the convention of the S. W. O. C. in Chicago.

Report of Delegate Toivo Hill on the convention was accepted. Incidentally the trip cost $64.00, which was ordered paid.

The chairman made a report on the work of grievance committee.

The following are officers elected to serve for the *they* July 1st, 1940, to June 30, 1941.

Pres. John Muhvich.
V. Pres. Geo. Kochevar.
Rec. Sec'y, Anton Pechek, Unanimous.
Fin. Sec'y, J. E. Maki, Unanimous.
Treas. Chas. Myntti, Unanimous.
Guide, Eino Passo.
Guards, Dan Chachich and Arthur Souja.

Grievance committee members as follows:

George Burke, Chairman, Leander Runn, John Kari, John Muhvich & Geo. Kochevar.

Tellers are Sam Swanson, Anton Sturna and Eino Pass.

Z-18. Ely, Minn., July 27, 1940.

The reguali monthly meeting of the S. W. O. C. Lcl. =1664 was held in the Community Bldg. in room 209 at 7:00 P. M.

Meeting was called to order by Chairman John Muhvich.

Minutes of the previous meeting were read and approved as read.

Communications were read.

Officers were ordered to attend a meeting at Hibbing on Sunday, July 28th.

Fin. report was accepted showing a balance of $767.36 June 24, 1940.

Auditing committee report also accepted.

Motion made and carried we help Joe Rusic to the extent of $10.00 and that the sick committee visit him more often.

Secretary was ordered to send letters to Stassen & Hoffman about paving Hiway =1 between Tower and Ely.

Motion made & carried to send the Midwest Labor $3.00 for an ad in the Labor Day edition.

Motion made & carried to have a Labor Day celebration and the chairman to appoint a committee to take charge.

Joe Pascoe organinzer who will be here for several weeks was introduced to the members.

Meeting adjourned.

Z-19. Aug. 10, 1940.

The regular monthly meeting of the S. W. O. C. was held in Room 209 of the Community Bldg. at 7:00 P. M.

The meeting was called to order by chairman John Muhvich.

The minutes of the last meeting were read and approved as read.

Communications were read and passed as follows:

1. On the automobile plate insignia tabled for next meeting.

2. Local 1664 goes on record opposing the passage of the Burke-Wadsworth compulsory training bill. Letters sent to Pres. of U. S., John L. Lewis, Sen. Shipstead, Senator Lundeen.

3. National Defense training program ordered filed.

4. Third State Convention to be held in August Aug. 30, 31 and Sept. 1 and 2. Taken care of later in the meeting.

.5. Minnesota State Industrial Union Council Convention Brochure called "Minnesota C. I. O. 1940" ordered tabled.

District Director Henry Burkhammer called on conditions adhering to unionizing the Iron Ranges and milestones to overcome in getting a contract.

Sam Swanson made a report on the Labor Day Program and also on Joe Rusick's case.

J. E. Maki made a report on the officers meeting and also on the Range Council meeting held in Hibbing July 28, 1940.

Motion made and carried we buy a $6.00 ad in Program Book of Amer. Slav. Club and also that we put a float in their parade on Aug. 25, 1941.

Geo. Burke was elected Delegate to the Third Annual State Convention.

Meeting adjourned.

ANTON PECHEK, Sec'y.

Z-20. Sept. 7, 1940, Ely, Minn.

The regular monthly meeting of Local Union #1664 of the S. W. O. C. was held in Room 209 of the Community Bldg. at 7.30 P. M.

The meeting was called to order by Chairman John Muhvich.

The minutes of the previous meeting were read and approved as read.

The communications were read and passed as follows:

1. On strike of Nat'l Maritime Union called on the Jones Laughlin Ore carriers was ordered filed. Already settled.

2. Secretary instructed to write to our congressmen requesting them to sign petition to release the Neely-Heler Mine Inspection bill from Committee on mines & Mining for action by Congress.

3. Motion made & carried to adopt the new charter from S. W. O. C.

Motion made & carried to buy a $6.00 ad in the Minnesota Brochure of the C. I. O. and also to buy 200 copies of the Minnesota Brochure.

Fin. Sec'y's. report made by International auditor on conditions of his books was favorable.

Treasurer verified the report.

Org. Joe Pascoe reported on his efforts at organizing and successes.

Sec'y was instructed to reimburse the Eveleth Local $2.00 expenses for sending Salmi here on Labor Day.

Sec'y instructed to write a letter of thanks to Bro. Burkhammer for bringing up some of the Nat'l officers on Labor Day. Also to write to Nick Fonteccio & Dr. Ahola for their participation.

Bro. Sam Swanson made a Fin. report on the Labor Day program.

Bro. Matt Johnson made an event report on the Labor Day Program.

Bro. Cved from Eveleth made an encouraging talk.

Past Pres. Geo. Burke was presented with a purse set in appreciation of his work.

Meeting adjourned.

ANTON PECHEK, Sec'y.

Z-21.) Oct. 12, 1940, Ely, Minnesota.

The regular monthly meeting of S. W. O. C. Local #1664 was held in Room 209 of the Community Bldg. at 7:30 P. M.

The meeting was called to order by President John Muhvich.

The minutes of the previous meeting were read and approved as read.

Motion made & supported to file the audit from August 1, 1939, to Aug. 1, 1940, which leaves an actual bank balance of $770.83; made by International Auditor F. C. Appelbe; carried.

Motion made and supported to file the letter from the Zukas State County and Municipal Workers of America, San Francisco, Cal., asking for aid. Carried.

Motion made & supported to file the letter from the Farmer Labor State Campaign Committee asking for Fin. Ast. Carried.

Motion made & supported to buy 10 tickets at 20c ea. from United Elec. Radio & Machine Workers of America, Local 1145, Minneapolis—carried.

Dist. Director Henry Burkhammer spoke on the importance of voting, and also getting the laggards to vote.

John T. Bernard made an election talk as a candidate for U. S. Congress from the 8th Congressional Dist.

Other organizers present were Bros. Coldiron & Pascoe, also Bro. Bill Hyatt from the Hibbing Local.

Grievance committee report was made by Pres. John Muhvich and he also stressed the Importance of adjusting grievances as soon as they come up.

Bro. J. E. Maki enlarged on the topic made his report on John Kovach's case.

Motion made & supported to support the Bowling team to extent of $25.00 for shoes, shirts and other expenses—carried.

Motion made & supported to have lunch at our next meeting—carried.

Motion made & supported to induct Lyle Brennan, new member, at next meeting when more new members are present—carried.

Meeting adjourned 9:25 P. M.

ANTON PECHEK, Sec'y.

Z-22. Ely, Minn., Oct. 26, 1940.

A special meeting of the S. W. O. C. Local =1664 was held in the Cafeteria of the Community Bldg.

Meeting was called to order the Pres., John Muhvich.

The minutes of the previous meeting were read and approved as read.

The communication from Fred Brown urging us to attend the Range Council Meet at Hibbing Sunday Oct. 27. Sam Swanson with Joe Pascoe, Arne Kangas & Bob Perkovich were ordered to attend.

Motion made and supported to pay bill for lunch $22.55 carried.

Motion made & supported Secretary to sell tickets for a dance to be held in Eveleth on Nov. 9, sponsored by the S. W. O. C. Local =2078—carried.

Motion made and supported to donage $5.00 to the Farmer Labor Club. carried.

Motion made & supported to Indorse President Roosevelt for Reelection—carried.

Motion made & supported to accept Fin: Sec'y's report as made showing a Bal. of $810.22.—carried.

Meeting adjourned.

Z-23. Ely, Minn., Nov. 16, 1940.

The regular monthly meeting of the S. W. O. C. Local =1664 was held in Room 209 of the Community Bldg. at 7:00 P. M.

Meeting called to order by Pres. John Muhvich.

Minutes of the previous meeting were read and approved as read.

Communication in regard to Xmas baskets was read. Decided to make up baskets of our own and distribute to widows of our members and also other deserving members

Motion made & supported to buy 500 copies of C. I. O. News, Nov. 25th issue—convention notes.

Grievance committee report made by Geo. Burke on John Kovach's case—accepted as made.

Report of the Range Council meeting made by Sam Swanson.

Organizer Joe Pascoe talked on J. L. Lewis.

Meeting adjourned.

ANTON PECHEK, Sec'y.

Z-24. Ely, Minnesota, Dec. 14, 1940.

The regular monthly meeting of the S. W. O. C. Local #1664 was held in Room 209 of the Community Bldg. at 7:30 P. M.

Meeting was called to order by Pres. John Muhvich.

Minutes of the previous meeting were read and approved as read.

The communication notifying us of the appointing of John Doherty as Assistant Director for the Western

Region replacing Director Fontecchio who is organizing at the Bethlehem Steel Corp. Works—filed.

Motion made and supported to send $10.00 toward a 3 mo. radio program with recommendation that Director Burkhammer do all the speaking—carried.

Motion made & supported to adopt resolution for a 100% Union drawn up by officers and representatives of the Iron Range C. I. O. Locals—carried.

Motion made & supported to buy $10.00 worth of Xmas seals to fight tuberculosis—carried.

Communication from the St. County and Municipal Workers of America, San Francisco, California, ordered filed.

Motion made & supported that the present be allowed up to $10.00 expenses organizing Soudan Miners—carried.

Motion made and supported that the grievance committee see Supt. Mr. Adkins in regards to teachers attempting to instill in pupils minds partiality with forces against Labor—carried.

Motion made & supported that the same committee with addition of Frank Bolka take care of distributing of Xmas baskets—carried.

Motion made & supported that we recommend A. J. Suomi for the position of County Mine Inspector—carried.

Meeting adjourned.

ANTON PECHEK, Sec'y.

Z-25. Ely, Minnesota, Jan. 11, 1940.

The regular monthly meeting of the S. W. O. C. Local #1664 was held in Room 209 of the Community Bldg.

The meeting was called to order by President John Muhvich at 7:30 P. M.

The minutes of the previous meeting were read and approved as read.

The communication in regards to the Application of the Pinkertons National Detective Agency for a private Detective License was ordered filed.

The Secretary made a Financial report leaving a balance of $786.57 Dec. 31, 1940, accepted as made.

Motion made and passed the Secretary write a letter of protest to Gov. Harold E. Stassen.

The communication in regards to the rights of workers to be reinstated if compelled to leave jobs for military service ordered filed.

Committee report on the success of the turkey Keno with a profit of $40.40 accepted as made.

Sam Swanson made a report on the organizing of Soudan which so far is very favorable.

Frank Bolka made a report on the Range Council meeting.

Adron Coldiron talked on the subject of the proposed Radio program.

Motion made and supported to rescind the action of the previous meeting in regards to sending $10.00 toward a radio program only if Henry Burkhammer do all the talking; Carried.

Motion made and supported to send this $10.00 for a radio program and that the committee appointed at Range Council meeting arrange for the Speakers. Carried.

Meeting adjourned.

ANTON PECHEK, Sec'y.

Z-26. Ely, Minnesota, Feb. 8, 1940.

A regular meeting of the S. W. O. C. Local #1664 was held in Room 218 of the Community Bldg.

The meeting was called to order by Pres. John Muhvich at 7:30 P. M.

The minutes of the last meeting were read and approved as read.

The communication in regards to the Lic. for Burns Detective agency was ordered filed.

The communication from the Amer. Federation of Hosiery Workers ordered filed. new signed contract.

Motion made & supported we accept report of Auditing Committee as made carried.

Communication in regards to the Bill in Legislature leaving the enforcement of laws in hands of various County Attorneys ordered filed.

Motion made & supported to request by letter Senators Galvin and Blatnick & Verkelich that they do as much as possible toward having an open hearing on State Labor Relations Bill. Carried.

Motion made & supported institute the initiation fee of $3.00 for all new members or reinstatements after Mar. 1, 1941. Carried.

Motion made & supported to authorize the entertainment committee to buy a stamping machine. Carried.

Motion made & Supported to give Bro. Joe Pascoe a vote of thanks. Carried.

Motion made & supported to have lunch at next meeting. Carried.

Meeting adjourned 9:00 P. M.

ANTON PECHEK. Sec'y.

Z-27. Feb. 23, 1941, Ely, Minnesota.

A meeting of the S. W. O. C. Local #1664 was held in the Cafeteria of the Community Bldg.

The meeting was called to order by Pres. John Muhvich at 7:30 P. M.

The minutes of the previous meeting were read and approved as read.

Motion made and supported to adopt a resolution indorsing Phillip Murray's C. I. O. Defense Plan, and send copies of the resolution to the Pres. of U. S., Senator and Congressman. Carried.

Motion made supported to file the note of thanks from Keith Morgan, National Chairman of the Committee For the Celebration of the President's Birthday. Carried.

Motion made & supported to write Joseph P. O'Hara Member House Judiciary Committee to vote against Bill H. R. 2266 legalizing wire tapping.

Motion made supported to act as advised in circular of 2 13 41 from Douglas Hall C. I. O. Legal Representative. Carried.

1. To Pattern Labor Law on the Wagner Act. Adopt. Res.

2. To adopt Resolution Demanding an open hearing on Labor Law.

3. To adopt Resolution demanding licenses should not be given to Anti-Union Agencies.

All these resolutions be sent to proper persons.

Speakers at the meeting were Henry Burkhammer, Leonard Lageman, Alderman & Adron Coldiron.

Bills for groceries for lunch after this meeting were ordered paid.

Meeting adjourned.

ANTON PECHEK. Sec'y.
Mar. 8, 1941, Ely, Minnesota.

Z-28.

A meeting of the S. W. O. C. Local 1664 was held in Auditorium of the Community Bldg.

The Meeting was called to order by President John Muhvich at 7:30 P. M.

The minutes of the previous meeting were read and approved as read.

Motion was made and supported that the Secretary take all necesary action on the communications from Douglas Hall, State C. I. O. Legal representative—carried.

Motion made & supported to place a 2.00 greeting ad. in the 4th Annual edition of the Midwest Labor—carried.

Report on the Ham Keno to be held on April 5th was made by William Maki—approved.

Grievance Committee report was made by Sam Swanson.

Motion made & supported that we subscribe for 10 copies of the St. Louis County Independent and have them sent to members of the Local—carried.

Motion made & supported to appoint a committee to help out on one of the Sunday C. I. O. Radio programs over the Hibbing Station—carried.

Appointed on this committee are Bro. Larson, Soudan, Tony Graheek, Frank Bolka, Ed Pryatel, San Swanson.

Instructed to find out about the names of charter members as those on the new charter are not original charter members.

Meeting adjourned.

ANTON PECHEK. Sec'y.

Z-29. April 19, 1941, Ely, Minn.

A meeting of the S. W. O. C. Local 1664 was held in Community Bldg. Cafeteria at 7:30 P. M.

The meeting was called to order by Pres. John Muhvich.

John Muhvich gave an explanation of the contract with Big Steel and mills. Adron Coldiron, Earl Bester & Bill Hartman enlarged.

Motion made & supported to send a Resolution of thanks to the Sun Telegraph, Pittsburgh, for the fine publicity during negotiations with Big Steel. Carried.

Motion made & supported to thank the Negotiating Committee, Phillip Murray, Etc., carried.

Motion made & supported to send a bouquet and wishes for a speedy recovery to Henry Burkhammer.

Motion made & supported to request the Sinclair Refineries, Fort Worth, Texas, place labor on their goods. Carried.

Bro. Bolka made a report on the Chandler grievances. Accepted as made.

Motion made & supported to imburse the Fin. Sec'y $5.00 per every hundred members or fraction thereof. carried.

Motion made & supported that officers have power to make decisions on problems arising between meetings—carried.

Sec'y. ANTON PECHEK.

Z-30. May 17, Ely, Minnesota.

A meeting of the S. W. O. C. Local 1664 was held in the Cafeteria of the Community Bldg. at 7:30 P. M.

The meeting was called to order by Pres. John Muhvich.

The minutes of the previous meeting were read and approved as read.

The communications were taken care of as follows:

Barbers Union Local #750 Informing of Union shop in Ely, Levi Saari & Marvin Standal—filed.

Letter of Thanks from Pittsburgh Sun Telegraph—filed.

Letter of Thanks from Philip Murray—filed.

The following members of Chisholm Local were guests at this meeting: Stanley Petrich, Dan Tolonen, & Henry Rukina.

Organizer Adron Coldiron was present.

Motion made and supported to try to get the First Charter members names on our new charter—carried.

Motion made & supported to send a bouquet and wishes for a speedy recovery to Henry Burkhammer—Carried.

Motion made & supported to pay bills for lunch after this meeting—carried.

Meeting adjourned.

ANTON PECHEK, Sec'y.

4327 INTERVENER'S EXHIBIT 2 TO DEPOSITION OF SAM E. SWANSON.

This Agreement, dated .....,
(in pencil: Ely, Pioneer & Sibley mines)
between the Cliver Iron Mining Company (hereinafter referred to as the "Company"), and the Steel Workers' (in pencil: Lodge No. 1664)
Organizing Committee on behalf of the members of the Amalgamated Association of Iron, Steel and Tin Workers of North America, or its successor, (hereinafter referred to as the "Union"), employed by the Company.

Section 1. It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationships between those employees who are members of the Union and the Company, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The term "employee", as used in this Agreement, shall not include Foremen, Assistant Foremen, Captains or Superintendents in charge of any classes of labor, or watchmen, or any salaried Employees.

Section 2—Recognition. The Company recognizes the Union as the exclusive bargaining agency for all employees of the Company. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership, and also not to solicit membership on Company time. The

obligation on the part of both such parties not to exercise any intimidation or coercion shall be deemed to prevent any application to another of such force, either physical or moral, as to induce or constrain him to do against his will something he would not have otherwise done, and not to commit any act of making any person timid or fearful or of deterring such person from some act by threats.

Section 3—Wages. The wage rates established March 16, 1937, when an increase of not less than ten (10) cents per hour was made, shall remain in effect during the life of this Agreement. All existing standard wage rates for each classification shall remain unchanged so long as this agreement remains in effect. Time and one-half shall be paid for overtime work and double time for Sundays and Holidays. (A pencil line is drawn through words "and double time for Sundays and Holidays" above.)

Section 4—Hours of Work. The schedule of hours made effective March 16, 1937, which provides an eight (8) hour day, and a forty (40) hour week with time and one-half for all overtime in excess of eight (8) hours in any one day for all overtime in excess of forty (40) hours in any one week, shall remain in effect during the life of this Agreement. It is further understood and agreed herein, that the eight (8) hour day for underground miners shall be from collar to collar, with one-half hour for a dinner period.

A day may be a calendar day or any twenty-four (24) hour period, and a week may be a calendar week or any five (5) 8-hour turns on consecutive days.

An employee, who is a member of the Union, shall not be paid, both daily and weekly overtime for the same hours so worked.

Section 5—Vacations. Each employee, who is a member of the Union, and who, prior to July 1, 1937, was continuously in the service of the Company three (3) years or more, shall receive one week's vacation, to be taken in a single period. Those who are granted vacations will be paid on their average rate of earnings per hour for the two pay periods immediately preceding their vacation. The total hours of vacation pay will be the average hours they worked per week, during that period, not less than forty (40) hours, and not more than forty-eight (48) hours. (A pencil line is drawn through the words: "and not more than forty-eight (48) hours.)

Vacations will, so far as possible, be granted at times most desired by employees, but the final right to allotment of vacation period is exclusively reserved to the Company in order to insure the orderly operation of the plants.

Section 6—Seniority. It is understood and agreed, that in all cases of promotion and increase or decrease of forces the following factors shall be considered, and where factors (b), (c), (d), and (e) are relatively equal, length of continuous service shall govern.

(a) Length of Continuous service.

(b) Knowledge, training, ability, skill and efficiency.

(c) Physical fitness.

(d) Family status; number of dependents, etc.

(e) Place of residence.

Section 7—Adjustment of Grievances. Should differences arise between the Company and the Union or its members employed by the Company as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in any plant, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately in the following manner:

First, between the aggrieved employee, who is a member of the Union, and the Foreman of such employee;

Second, between a member or members of the Grievance Committee designated by the Union, and the Foreman, and Superintendent of the Department, if any, or such person as shall be designated by the Company for that Department;

Third, Between a member or members of the Grievance Committee, designated by the Union, and the Manager and General Superintendent of the Company;

Fourth, between the representatives of the National organization of the Union and Representatives of the Executives of the Company; and

Fifth, in the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an impartial umpire to be appointed by mutual agreement of the parties hereto. The decision of the umpire shall be final. The expense and salary incident to the services of the umpire shall be paid equally by the Company and the Union.

Specified periods shall be agreed upon between the Grievance Committee and the Manager of each plant or

Department for the presentation of grievances hereunder Provided, however, that matters pertaining to discharges or other matters that cannot reasonably be delayed until the time of the next regular meeting may be presented at any time in accordance with the foregoing provisions.

The Grievance Committee for each underground mine, dump and shall consist of not less than three employees of that underground mine, dump and shop, and not more than ten (10) such employees, designated by the Union, who will be afforded such time off, without pay, as may be required.

First, to attend regularly scheduled committee meetings, and

Second, to attend meetings pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting.

Third, any members of the Grievance Committee shall have the right to visit departments other than his own at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee, after notice to and permission from his department superintendent or his designated representative.

The actual number of members of the Grievance Committee at each underground mine, dump and shop, shall be mutually agreed upon between the General Superintendent or Manager of the operations and the Union, and in no case shall there be more than one member in any department.

Section 8—Management. The management of the works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, to transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this

will not be used for purposes of discrimination against any member of the Union.

Section 9—Discharge Cases. In the event a member of (in pencil: or laid off) the Union shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided, In the event it should be decided under the rules of this Agreement that an injustice has been dealt (in pencil; or lay off) with the employee with regard to the discharge, the Company shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up within three (3) days and diligent efforts made to dispose of within five (5) days from the date of discharge. (in pencil: "or lay off. Warning for small offense 1st. 2nd offense a 2-day lay off. 3rd")

Section 10—Safety and Health. The Company shall continue to make reasonable provisions for the safety and health of its employees of the underground mines, dumps and shops during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company, in each underground mine, dump and shop. Proper heating and ventilating systems shall be installed where needed.

Section 11—Individual Wage Rates. Where inequalities are alleged to prevail in individual wage rates within the operations covered hereby, the matter may be taken up through the Grievance Committee for adjustment and settlement on a mutually satisfactory basis.

Section 12—Working Conditions. It is understood and agreed, that hereafter only eight (8) feet timber cap shall be used in all slices underground. It is also understood and agreed that two men shall work in a place at all times.

Section 13—Future Conferences. Joint conferences between Representatives of the Company and of the Union shall commence in Ely, Minnesota, on April 7, 1938, for the purpose of negotiating an agreement with regard to wages, hours, and working conditions to take effect upon the expiration of this agreement.

Section 14—Holidays. The following days shall be considered holidays, during which days there shall be no unnecessary production work, except in cases of maintenance operations, on:

New Year
July 4th
Labor Day
Christmas
Thanksgiving

Section 15—Termination Date. This Agreement shall remain in full force and effect until April 30th, 1938, inclusive.

OLIVER IRON MINING COMPANY,

By .....,
.....,
.....,

STEEL WORKERS' ORGANIZING COMMITTEE,

By .....,
.....,
.....

4334 PLAINTIFFS' EXHIBIT 36.

Plaintiffs offered, and there was admitted in evidence, the deposition of GEORGE H. RUPP, taken at the instance of the Plaintiffs at Denver, Colorado, on July 2, 1941, on questions and answers, said deposition being in words and figures as follows:

Direct Examination.

By Mr. Bronaugh:

Q. State your name, please, sir, for the record.

A. George H. Rupp, R-u-p-p.

Q. Mr. Rupp, where do you reside?

A. Pueblo, Colorado.

Q. What business are you now engaged in?

A. I am Manager of the Mining Department of the Colorado Fuel & Iron Corporation.

Q. How long have you been connected with that company?

A. Twelve years.

Q. In the same capacity?

A. No, I came out here from Michigan in 1929 as General Superintendent of the iron mines and quarries. The next year, 1930, they consolidated all the mines into a mining department, and I have been Manager of that department since that time.

Q. I gather that you have also been connected with the mining industry back East?

A. That is all I have ever done.

Q. And where were you there?

A. Well, I was born at Bessemer, Michigan, which is a small town on the Gogebic Iron Range. When we were youngsters we worked in the mines during vacation. All the boys did it. We sort of lost caste if we did not.

Q. Well, now, Mr. Rupp, were you connected with any of the mining operations back in your home section?

A. Yes, I worked underground all my school vacation. That was in the iron mines. I graduated from Michigan College of Mines in 1911. Do you want all the degrees and so on?

Q. Well, I would like you to state that for the record.

A. Degree of Bachelor of Science and Engineer of Mines.

Q. What was your experience after you graduated from college?

A. I built state roads for a year, and then went to work for the Newport mine of the Newport Mining Company at Ironwood, Michigan, which was the largest iron mine on that range at that time. I was employed as an efficiency engineer until 1914. In 1914 I operated with Mr. L. C. Brewer as an exploration Company, as Brewer & Rupp. We operated on our own account. We explored the east end of the Gogebic Range, doing geological work and with diamond drills. Then in 1916 the Oliver Iron Mining Company abandoned the lease on the old Norrie mine, which was the original discovery on that range, and at one time was the largest iron mine in the world. Mr. Brewer moved to Duluth. I opened the mine. That is, I resumed operations at the mine. We changed the name, and called it the Townsite mine of the Townsite Mining Company. I operated that as Superintendent in direct charge of work until 1921 when we sold half the lease to the Republic Iron & Steel Company, now the Republic Steel Company. Then I worked for the Ford Motor Company who had just purchased a large acreage of land in the upper peninsula. We ran a geological survey and drilled the most favorable parts of it, and then we opened up two mines. I was Superintendent of Ford Imperial mine at Michigamme, Michigan. I worked for Ford until 1927. In 1927 I went to Calumet, Michigan, in the employ of Calumet & Hecla Consolidated Copper Company as efficiency engineer and underground super-

intendent. I stayed there until 1929 when I came out here to work for the Colorado Fuel & Iron Corporation, as I have previously testified.

Q. Now, I will ask you whether or not in your capacity in which you are working for the Colorado Fuel & Iron Company you are familiar with the method of computing the time worked underground?

A. Yes.

Q. And have been since you have been here?

A. Yes, that is part of my job.

Q. Please state what that method of computation has been throughout your exprience in Colorado.

A. Well, we have eleven mines. Which one do you refer to particularly?

Q. Well, is there any difference?

A. Yes, we mine iron ore.

Q. Well, I mean iron ore mines.

A. Well, we are only operating one iron ore mine at the present time.

Q. Where is that?

A. That is the Sunrise mine at Sunrise, Wyoming. Sunrise is a town about 110 miles north of Cheyenne, Wyoming.

Q. Now, what is your method of computation, and what has been your method of computation in that mine?

A. That is, from 1929 until now?

Q. Yes. To May 1, 1941.

A. We worked on the eight hour shift with a half hour for lunch.

Q. Is that lunch on the men's time?

A. Lunch is on the men's time, but the eight hours is computed as time at the face. Now, that is not an exact statement for the reason that when the men blast at the end of the shift, the men leave their place, of course, a little earlier in order to get out of the smoke. We do not blast anywhere before three fifteen in the afternoon.

Q. Well, now, let's get at it this way. The shift begins at what time in the morning?

A. The first cage—we have a shaft mine at Sunrise. Most of the men except—may I correct that? The mining method at Sunrise—or let's put it this way if we may. Mining at Sunrise was formerly entirely by open pit, taking the ore out with steam shovels. When the pit became so deep that the locomotives could not get the cars out of the pit, we went to what is known as a milling pit operation. That is, a shaft is sunk near the boundaries of the ore body. Drifts are run underneath the ore body, and raises put up to the surface. The ore is then milled from the top of the raises down into the chutes, and is taken out by cars, transferred over to the shaft, and hoisted to the surface. When I came with the company we were still operating in the milling open pit which was producing about fifty per cent of the ore. The other fifty per cent was coming from underground operations. At the present time we are block caving all of our production, and there is no further milling pit operation since about January 1st.

Q. Well, now, you stated a moment ago that the method of computing the men's time, the underground workers' time, was on a face basis. Do I understand that to mean at the working place down in the mine?

A. Yes.

Q. Has that been the practice at the Sunrise mine?

A. Yes.

Q. Continuously?

A. Yes, except that prior to about 1912 we were on a ten hour basis instead of an eight hour basis.

Q. But the basis of computation was the same?

A. Yes. Let me explain it this way. The cage left the surface—the first cage left the surface at a quarter to seven in the morning. The men were all in their working places by seven o'clock, or collected at one spot

in the various caving blocks, so the foremen could direct them to go to their work. That was your men around the shaft, your station men, your motor men, and so on. They were at work at seven o'clock. The men away back in the blocks—and understand we are caving blocks that are three or four hundred feet high that requires very careful supervision—they meet at one spot, usually at the powder house, and the supervisors direct them from there.

Q. Those meeting places were down under the ground at or near the working place?

A. That is yes for the men that are working in the caving blocks. All other men are supposed to be in their working place. Now, at the end of the shift the inside men blast first.

Q. By that do you mean the men that are farthest away from the shaft?

A. Yes, so that none of the rest of the men have to walk through any great amount of powder smoke. They blast first, and they cannot blast before three fifteen. As soon as they blast they start out, and then the foreman checks them out and sees that they are all there in his gang. Then we notify the next block that it is all right to blast, and then they blast all the way out to the edge of the caving blocks. The first cage leaves underground at three-thirty in the afternoon.

Q. How much time does the cage consume in going up and back down, taking the men up and down, per trip?

A. Well, the shaft is only 300 feet. It probably doesn't take over a minute after they get on the cage to hoist them to the surface. Possibly two minutes at the outside.

Q. Now, that operation, as you have explained it, is the operation at Sunrise. Now, have you other iron ore mines that have been in operation under your supervision since you have been out here?

A. Yes.

Q. Where are they?

A. A small iron mine called the Orient mine, which is over in Saguache County near Mineral Hot Springs, Colorado.

Q. Well, now, state whether or not the method of computing the men's time has been substantially the same in that mine as in the Sunrise mine.

A. The Orient mine is a tunnel mine. We have no shaft. The men get underground at appointed places so the bosses can tell them where to go to work at seven o'clock, and they came out approximately at three thirty. That is, they come back to a definite point to be checked in by their foreman so the foreman knew they were all present.

Q. Are those the only two iron ore mines that have been operated under you?

A. Yes.

Q. Since you came to Colorado?

A. Yes.

Q. What other metal mines has the Colorado Fuel & Iron Company operated that have been under your supervision and control?

A. It depends on your definition of metal mines. We operate a fluorspar mine over at Wagon Wheel Gap, Colorado.

Q. Well, as a mining man you tell me whether fluorspar is metal or not.

A. I don't know. It is not usually so considered.

Q. What is the method of computing the miners' pay in that mine?

A. It is the same. It is eight hours at the face. Actually I suppose at all mines we have been paying on a shift basis. That is, there is no hard and fast rule. If a man quits work five or ten minutes before his quitting time, if his timber was all up and his holes were drilled,

he came out as soon as he blasted, and waited for the boss to check him in so the boss knew all his men were present and none of them were injured or had forgotten to come out.

Q. And those are three mines, then, that you have had?

A. No, we have limestone and dolomite quarries.

Q. Is that an underground operation?

A. No.

Q. Is that underground?

A. No, it is open pit. We have the Monarch limestone quarry near the top of Monarch pass.

Q. Are these both open pit operations?

A. And the Dolomite quarry at Canon City, Colorado.

Q. What size pits are those?

A. Monarch you mean?

Q. Well, depth and extent?

A. Monarch is on the side of a mountain. The elevation of the floor is approximately 10,000 feet above sea level. It is a long narrow quarry. The bottom of the quarry is only about 120 to 150 feet wide. The bank is approximately 190 feet on the uphill side above the quarry floor, and 140 feet high on the lower or down slope side. You understand that those dimensions are about an average dimension, because the mountainside varies from a level elevation.

Q. Do you have any appreciable amount of travel time in either of those quarries?

A. No, the men report for work on the job.

Q. At the place where they work?

A. At the place where they work.

Q. And are those quarries operated on an eight hour shift?

A. Yes.

Q. Have been since prior to May 1st?

A. Yes.

Q. All right. Now, what about the mines back in Michigan that you have knowledge of? How did they compute the basis of underground workers' pay?

A. When I worked as a laborer—when I worked as a boss we had a universal custom of considering a shift as eight hours at the face.

Q. Down in the mine at the working place?

A. At the working place. If a man were working at a shaft station, that was exactly true. He couldn't quit work. The boss could tell him what to do for any period, for any time during those eight hours. When we were mining, particularly if we were far inside and we were one of the first gangs to blast, we probably got out fifteen, maybe twenty, minutes early; usually not over fifteen minutes, because when you have a definite time for blasting to start, everybody is looking for it along about that time, and there is not much chance of the jar catching anyone out where any ground might fall on him. It is merely a safety measure.

Q. Could you give me the production of iron ore at your Sunrise mine?

A. Last year we mined 831,000 tons.

Q. How many men work in the mine?

A. At the present time about 370.

Q. And has that been true—

A. That has varied, of course. The number of men and production has varied with the demands of the steel mills at Pueblo. Incidentally, we are mining at present at a rate well over 1,000,000 tons a year.

Q. As I understand it, after the men in your ore mines get to the underground loading station or unloading station they walk the rest of the way to the face or the working place?

A. In most cases at the working places near by. If it is any distance we pull them with a locomotive, an underground locomotive. At Calumet and Hecla we were

mining native copper at a depth of 5800 feet vertically below the surface. Some of the slope shafts were 9,000 to 10,000 feet long. We were a mile, approximately a mile, below sea level. The first cage, as I recall it, left surface at about six thirty in the morning, and the last cage left surface at ten minutes to seven, so that all men were in their working places at seven o'clock. We started blasting about fifteen minutes before quitting time. The gangs on the lowest levels blasted first, then catching the first cages to the surface.

Q. They arrived at their working places at seven o'clock, and that was the hour the shift began; is that correct?

A. That is correct.

Cross Examination.

By Mr. Montgomery:

Q. Mr. Rupp, as I understand your testimony, since you have been with the C. F. & I. in 1929 there have been three types of operation at the Sunrise mine: The open pit mining—

A. No, the open pit where you took the ore out of the pit with railroad locomotives was gone long before my time. The pit was about 500 feet deep at that time when I came out here.

Q. There hasn't been any open pit mining since you have been there?

A. No, strictly open pit, although this milling system of mining has been known as milling open pit, because most of your miners are working out in the sunshine.

Q. Those miners who are working down in the pit now out in the sunshine, how long does it take them to reach their working place down in the pit from up on top?

A. Some of them came over the side of the bank. Not all of them went down the shaft. The men trimming

banks just reported on the job at seven o'clock in the morning and went to work. At Sunrise we check the men a little closer than we do at the other operations because they punch a time clock.

Q. The men who went to work in the shaft had to go down in a cage?

A. Had to go down in a cage.

Q. They met at a place underground?

A. Depending on their job. That is, the company men went right to their working place. For example, a track man didn't report to anyone. He went to work wherever the boss had told him that the track needed repairing. The station men and locomotive men went to work as soon as they reached the underground. The miners in the caving blocks walked to their place of work.

Q. How were these men checked in?

A. Before they left surface they punched the time clock. When they returned they also punched the time clock. There are two reasons for that: both to get the man's time that he worked, and also to check the bosses' time books as to the number of men that are on the job that day, and the time card system has also an advantage at the end of the shift, for if there are any time cards left in the rack, some men are underground who have not been accounted for.

Q. The time card would, then, really show the elapsed time from the surface back to the surface?

A. Yes, or, rather, it would show the time when he punched in and when he punched out.

Q. That was at the surface?

A. That was at the surface, because you find miners congregate usually for a visit in the morning. They may punch the time clock and go over and sit around the shaft until the first cage leaves for underground. The time the first cage left is very definite. No cage started down

before a quarter to seven in the morning. Also the bosses underground have time books, and they also check their men while they are underground in the mine, and also assign them contracts for places to work on. That is, you may transfer a man sometimes once or twice a shift to a different job that may call for a different rate.

Q. Where would the boss underground check the men?

A. When he made his rounds, except those bosses in the caving blocks. They do not check the men in at their regular meeting, but they make up this time book sometime during the shift.

Q. I am not quite sure I understand, Mr. Rupp, whether there is a distinction between these milling operations which were undertaken after the open pit was abandoned, and your present operation. Are you working entirely underground now?

A. We are working entirely underground now, and we have been working probably—we were working probably forty per cent underground when I came here in 1929. The percentage of underground ores has increased very rapidly, because at the end of the life of an open pit or a milling pit production is not large as a general rule. You are just trimming it up, in other words. What we intend to do, of course, is cave in that pit. We don't want that standing open.

Q. In your present operations is it your practice for miners to meet at a central place, or to go direct to their working place?

A. That depends entirely on the job, as I said, in general your company men going directly to your working place, that is, your station men, your locomotive men, your timber men, your general underground labor. The blocks are divided into areas about 100 by 150 feet, and numbered. There will probably be a boss for every block. Certainly no boss has over two blocks. The men under this particular boss then meet at a definite place. So we

would probably have five or six meeting places for the men that are working in the caving blocks. There is no general meeting place. You would go to the working place, your powder magazine near the block you are working at, and you would wait there until your boss tells you what to do.

Q. How far is it usually, Mr. Rupp, from the loading station or meeting place to the working place?

A. Oh, it will be within a few hundred feet; probably within 200 feet; maybe more than that if the boss has two blocks. It may be twice that. That would be the outside.

Q. The men in the Sunrise mine have been given a half hour for lunch?

A. Yes.

Q. That is not counted in the working time?

A. No, that is on their own time. That has always been the custom. We have operated that mine for forty-one years.

Q. This discussion we have been having is with reference to operations before May 1st, or the recent ruling?

A. Yes.

Re-Direct Examination.

By Mr. Bronaugh:

Q. Mr. Rupp, since your personal knowledge of the affairs of the Colorado Fuel & Iron Company's metal mining operations and the operations of which you have spoken here began has there been a union or labor organization in existence at any of those mining operations?

A. Yes. When I came out here we had a so-called employees' representative plan, which, incidentally, is about the strongest union I have ever run up against.

Q. Did the company have contracts with them?

A. Yes.

Q. Did those contracts contain any provisions with respect to hours of work, or what constituted an hour's work or a day's work?

A. Yes, that is quite specifically stated. The day's work was defined as eight hours at the usual working places.

Q. Have you got any of those contracts with you?

A. The last agreement was signed in 1938, on April 14, 1938, which is the only one I have with me, but I believe the language is somewhat similar in all the preceding ones. Article 5 states: "Eight hours shall constitute a day's work, with time and one-half for more than eight hours in any one day or more than forty hours in any one week, but no employee shall be paid both daily and weekly overtime for the same hours so worked. This shall mean eight hours' work in the usual working place for all classes of labor, exclusive of the noon hour and the time required to go to and from the place of employment."

Q. Now, that contract that you have just read from is the 1938 contract?

A. Yes.

Q. Was that contract or a similar one in force up to May 1, 1941?

A. No. Well, as far as we are concerned, it is still in effect.

Q. Still in effect?

A. Still in effect.

Mr. Bronaugh:

All right. Now, I want to introduce this document here, marked Plaintiffs' Exhibit 1, being a printed form of an agreement between the Colorado Fuel & Iron Corporation, Colorado & Wyoming Railroad Company, Northern Division, and Employees' Representatives, Sunrise mine.

Q. Now, did I understand you to say, Mr. Rupp, that that provision, or a provision substantially similar to that, has been in the other prior contracts that have been made between that employees' group and the company for several years past?

A. That employees' representation plan was put into effect about 1916, and, to the best of my knowledge, that eight hour provision, similar to that, has been in all of the agreements. There is another reason for it. We also operate six coal mines. We formerly operated twenty-three coal mines. We are now, as I stated, only operating six. Then the working time in the coal mines has also been specifically stated as, first, eight hours at the usual working face, and now seven hours at the usual working face. Under Section 1 of our contract with the United Mine Workers it states: "Seven hours of labor shall constitute a day's work. The seven-hour day means seven hours' work in the mines at the usual working places for all classes of labor, exclusive of the lunch period, whether they be paid by the day or be paid on the tonnage basis."

Mr. Bronaugh:

We introduce an agreement between the Colorado Fuel & Iron Company and the United Mine Workers of America, covering the period beginning April 1, 1937, and ending April 1, 1939, and extended for the two year period ending April 1, 1941. I want to mark that as Plaintiffs' Exhibit 2.

The Witness:

We employ approximately 2500 men at the present time in the mining operation in both coal, metal mines, fluorspar and the quarries. The working time is always computed as the time at the face.

Q. Please state how many men you have in the ore mines.

A. Approximately 500.

Q. And in the coal mines?

A. About 2,000.

Q. Now, with respect to that United Mine Workers' contract, has a similar provision been in prior contracts for a number of years back?

A. Yes, in all of them, although prior to the seven hour day that was a provision for eight hours at the working face.

Q. Now, I will ask you, Mr. Rupp, to state, please, whether or not the employees' representative group made demands upon you or the Colorado Fuel & Iron Company in the past for a system of computing men's pay upon the collar-to-collar base.

A. No, we never heard of it until recently.

Q. And that statement that you made, is that true of all of the mines that have been under your direct supervision?

A. Yes, sir, and all that I have ever worked in.

Q. In and around?

A. Yes, sir.

Re-Cross Examination.

By Mr. Montgomery:

Q. Mr. Rupp, I would like to ask just two or three more questions. The employees' representation plan, do you still have a contract at the Sunrise mine with the group that represents?

A. As far as the company is concerned, yes. It is not now too active. The men have not had an election of representatives since 1938, or since the 1938 election sometime early in that year.

Q. Was that organization affiliated with the American Federation of Labor?

A. No, it was not.

Q. Was it affiliated with the Congress of Industrial Organizations?

A. No, it was not.

Q. Was it a company union?

A. It has been called a company union. I believe it was the original of the so-called company unions. It was the result of, I believe, a very forwardlooking plan set up after a particularly disastrous strike in the coal mines of Colorado in 1914. The plan became operative in the coal mines about 1916.

Q. Has its status been before the National Labor Relations Board?

A. Yes, it is at present.

Q. Has the Board found it to be a company union?

A. Yes, we have been ordered not to recognize this industrial representatives' plan, but the men, particularly in the steel mill, have insisted on it. They had one election, and the men voted overwhelmingly in favor of retaining the old representatives' plan.

Q. Do you have a contract with any other group?

A. At the Sunrise mine, yes, we have contracts with the railroad brotherhoods, as we operated our own railroad up there.

Q. With any other groups?

A. No, not outside of the railroad brotherhood. We have had those contracts for a great many years.

Q. The contract now with reference to your coal operations, what group has that contract been with?

A. United Mine Workers of America.

4349 PLAINTIFF'S EXHIBIT No. 1 TO DEPOSITION OF GEORGE RUPP.

Agreement

By and Between

The Colorado Fuel & Iron Corporation,

Colorado & Wyoming Railway Company,

Northern Division

and

Employees' Representatives,

Sunrise Mine.

Representation of Employees, Memorandum of Agreement, and Procedure in Industrial Relations.

For the purpose of maintaining and further developing harmony and proper industrial and economic relationships between the employees and The Colorado Fuel and Iron Corporation, Sunrise Division, the following representation of employees, memorandum of agreement respecting employment; wages, working and living conditions, and procedure for the purposes of collective bargaining has been adopted.

1. Representation of Employees.

For the purpose of fixing the basis of representation, the divisions and subdivisions are as follows:

Division.

First—Sunrise Mine.

One Representative.

Subdivision.

A—Tram Crews, Track Men, Pumphouse, Carshop, Skip Pit, Big Grizzly Men, Pincermen, and all labor not included elsewhere, who work about the mine.

One Representative.

B—Caving Blocks, Chute Tappers, Chute Pullers, Timbermen, Miners, and all other men working in Blocks.

One Representative.

C—Open Pit.

Second—Surface.

One Representative.

A—Picking Plant, Engine House and Tipple Men, Mine Blacksmith Shops, Wash Houses, Electricians, Truck Drivers, Carpenters, and other Surface Labor.

Third—The Colorado and Wyoming Railway Company.

One Representative.

A—Shops and Section Men.

Salaried employees, supervisors, and clerical workers are excluded from participation.

As additional properties are added to the operations, they shall be entitled to representation on the same basis.

2. Annual Election of Employees' Representatives.

Employees in each division or subdivision shall annually elect representatives to act on their behalf with respect to matters pertaining to wages, employment, living and working conditions, the adjustment of differences, and other matters of mutual concern and interest.

3. Wages and Working Conditions.

The wage rates now in force in the several subdivisions conform substantially with wage rates for like work under similar conditions in effect with companies whose products are sold in active competition with products of The Colorado Fuel and Iron Corporation, and that similarity of rates with those competing companies shall be maintained. The working conditions now in force shall continue, subject to adjustment and regulation in conformity with conditions in effect in similar operations conducted by the Company's competitors. For the purpose of making such change in wages or working conditions, a joint meeting of employees' representatives in the divisions affected and proper officers of the Company shall be called within thirty days after the change in wages or in working conditions in competitive operations is effective, to discuss and determine an equitable method for fixing the new schedule of wages or working conditions in the departments concerned.

4. Wages and Rules Open to Inspection.

The wage rates and the rules governing working conditions shall, where practicable, be posted in a conspicuous place in each subdivision. They shall at all times be kept on file by the department superintendent, and shall be open to inspection by any representative or other employee upon request.

5. Hours of Labor. Overtime.

Eight hours shall constitute a day's work, with time and one-half for more than eight hours in any one day or more than forty hours in any one week, but no employee shall be paid both daily and weekly overtime for the same hours so worked. This shall mean eight hours' work in the usual working place for all classes of labor, exclusive of the noon hour and the time required to go to and from the place of employment. It shall apply to all employees on an hourly basis except that number of men at each mine whose daily work includes the handling of mantrips or other machinery necessary for safety and efficiency and those who are required to remain on duty while men are entering or leaving the mine.

Any further changes made in hours of labor will be by agreement between representatives of the employees and management.

6. The Selection and Direction of Working Forces.

The management of the properties and the direction of the working forces, including the right to hire and discharge, shall be vested in the Company, and, except as expressly restricted, these rights shall not be abridged by anything contained herein. However, the fairness of any action under this paragraph shall be a proper subject to review, according to the general provisions expressed herein.

When it becomes necessary, through lack of work, to reduce the number of employees, length of service and ability to do the work being considered, men with dependents shall be given preference, and men with length of service shall be given preferred days off, when possible.

In making promotions, primary consideration shall be given to length of service and ability to do the work required.

7. Procedure for the Adjustment of Differences.

Any employee believing himself to be subjected to unfair conditions or treatment has the right of appeal to the higher officials of the Company, in their order, provided he shall first seek to have the differences or conditions complained about adjusted by conference, in person or through his regularly elected representative, with the foreman or superintendent.

In case the decision by the superintendent of the department concerned is unsatisfactory, the case may be appealed to the Manager of the mines or General Superintendent of The Colorado and Wyoming Railway Company, as the case may be.

If this appeal fails to produce a result satisfactory to the employee or employees, or the representative concerned, the case may then be appealed to a regular or special meeting of the Committee on Co-operation Conciliation and Wages.

When the Committee on Co-operation, Conciliation and Wages is called upon to act with reference to any differences, except by consent of all present, the Committee shall not proceed with any important part of its duties unless both sides are equally represented. Where agreeable, equal representation may be effected by the withdrawal of one or more members from the side of the Committee having the majority.

If the Committee on Co-operation, Conciliation and Wages, to which a difference has been referred, is unable

to reach a decision by majority vote, the case may be appealed to the Vice-President and President, in the order named.

Should this appeal prove unsatisfactory, the matter shall, at the request of either party, be submitted for arbitration to a board consisting of three members, one appointed by the employees' representatives' members of the Committee on Co-operation, Conciliation and Wages, one appointed by the management, and the third to be selected by mutual agreement of these two. The decision of the majority of such a board shall be final and binding upon all parties concerned.

In order that there may be no injustice, due to the time required for the proper consideration or, if necessary, appeal of any question, it is agreed that any adjustment made under this procedure will be retroactive to the date on which formal complaint was first made to the department superintendent, provided that such appeal from the decision of the department superintendent is made within ten days.

Should any employee or employees be unfairly discharged or suspended by management, and it is so decided, the employee or employees concerned shall be reinstated with full pay for the time lost.

To protect against the possibility of unjust treatment because of any action taken or to be taken by him, any employees' representative, believing himself to be discriminated against, shall have the same right of appeal as is accorded every other employee.

8. Employees' Right to Caution or Suspension Before Discharge.

There shall be posted in each division and subdivision a list of offenses for commission of which by an employee dismissal may result without notice. For offenses other than those posted, the employee shall not be discharged without first having been notified in writing that a repetition of the offense will be cause for dismissal.

Copy of this notification shall at the time of its being given to an employee be given to the representative or representatives of the employee concerned.

9. Conferences.

Conferences shall be held quarterly each year between the employees' representatives and management. Such conferences shall be called at a time mutually agreeable to the employees' representatives and management.

The purpose of these conferences shall be to discuss freely matters of interest and concern, embracing a consideration of suggestions to promote increased efficiency and production, to improve living and working conditions, to enforce discipline, avoid friction, and to strengthen friendly and cordial relations between management and employees.

10. Special Conferences.

Special conferences may be called at any time by request of the chairman (or a majority) of the employees' representatives for the consideration of such matters of common interest as cannot be dealt with satisfactorily at a regular meeting.

11. Committees.

The following four committees shall be regarded as permanent committees, available for consultation at any time throughout the year. Each committee shall organize and arrange its own procedure.

Questions brought before a committee shall be fully and definitely presented in person, or in writing, by an employee or employees' representative, and the records of the committee shall show the action taken and final disposition of each question.

Condensed reports covering the activities of these committees shall be presented at the last quarterly conference during each year.

For convenience, the duties of two or more of these committees may be combined, as mutually agreeable.

12. The Committee on Co-operation, Conciliation and Wages.

The Committee on Co-operation, Conciliation and Wages shall have to do with any matters pertaining to the prevention and settlement of disputes, terms and conditions of employment, including wages, hours, and other working conditions, maintenance of order and discipline, company stores, and other similar matters.

13. The Committee on Safety and Accidents.

The Committee on Safety and Accidents shall have to do with any matters pertaining to the safeguarding of machinery and dangerous working places, the prevention of accidents, the investigation of fatal accidents, the use of explosives, fire protection, first-aid, and other similar matters.

14 The Committee on Sanitation, Health and Housing.

The Committee on Sanitation, Health and Housing shall have to do with any matters pertaining to health, hospitals, physicians, nurses, occupational diseases, sanitation, water supply, sewage system, garbage disposal, street cleaning, wash and locker rooms, and other similar maters.

15. The Committee on Recreation and Education.

The Committee on Recreation and Education shall have to do with any matters pertaining to social centers, club houses, playgrounds, entertainments, moving pictures, athletics, competitions, field days, schools, libraries, classes for those who speak only foreign languages, technical and vocational education, manual training, churches and Sunday schools, and other similar matters.

16. Employees' Right to Hold Meetings.

Meetings of employees in any division or subdivision, or conferences of employees' representatives, may be held at such times as will not interfere with operations, on Company property or elsewhere, as they may desire.

17. Observance of Laws, Rules and Regulations.

There shall be on the part of the management and of the employees, a strict observance of the Federal and State laws and of the Company's rules and regulations.

18. No Discrimination on Account of Membership or Non-Membership in Labor or Other Organizations.

There shall be no discrimination by the management or by any of the employees on account of membership or non-membership in any society, fraternity, or union.

19. Holidays.

Christmas, Fourth of July and Labor Day shall be considered holidays, during which time there shall be no regular production work, except in cases of continuous operations.

20. Rentals, Water, Garages, and Electric Service.

Houses without bath shall be charged for at not to exceed $2.00 per room per month.

The Company shall continue its practice of removing garbage free of charge.

Laundry equipment shall be charged for at a rate of not more than 75c per month.

The charge for domestic water shall be 50c per month.

Garages shall be charged for at a rate of not more than $1.75 per month.

The charge for electric current shall be at the rate of 8c per kwh for the first 30 kwh used, and 6c per kwh for the second 30 kwh used, and 4c per kwh for all used above that amount.

21. Domestic Coal.

Prices for domestic coal to be charged employees shall be substantially its cost to the Company, as far as is legally permissible.

22. Wash Houses.

As the need becomes manifest, the Company will, in accordance with its present policy, provide as rapidly as possible suitable wash houses for its employees at convenient places.

23. Semi-Monthly Payment of Wages.

All employees shall be paid semi-monthly. No deductions shall be made from earnings except where authorized by employees.

24. Employees' Right to Purchase Where They Please.

Employees shall not be obliged to trade at the Company stores, but shall be at liberty to purchase goods wherever they prefer.

25. Revision.

This agreement and procedure for collective bargaining shall continue hereafter, subject to revision (by thirty days' notice) by either party.

26. Termination.

The foregoing provisions may be terminated by a majority vote of the employees of the Sunrise Divisions, such vote to be by secret ballot.

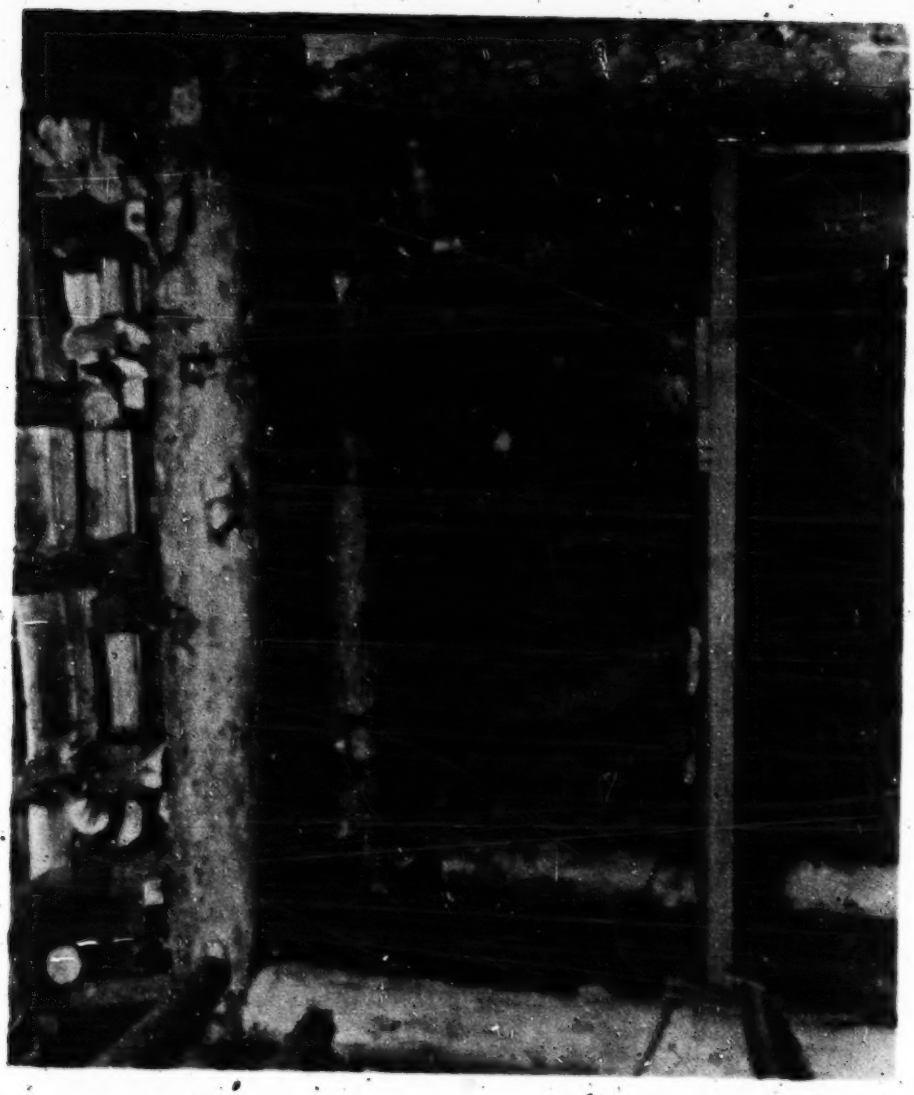
Approved:

THE COLORADO FUEL & IRON CORPORATION,
By G. H. RUPP,
Manager of Mining Department,
THE COLORADO AND WYOMING RAILWAY COMPANY,
By HARRY A. WRIGHT,
Superintendent, Northern Division.

Approved:

(Signed) C. H. DeFOND,
C. W. VANNELLI,
STANLEY L. PALMER,
LOUIS P. VANNELLI,
SIMON KATZMAN,
Employees' Representatives.

Dated: April 14, 1938.





4361 PLAINTIFFS' EXHIBIT No. 44.

Plaintiffs' Exhibit No. 44 is a government publication in all respects identical with Plaintiffs' Exhibit No. 7, (Record p. 4023) and to avoid duplication it is omitted in the printed record.

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4447
PLAINTIFF'S EXHIBIT NO. 8

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Mines

R. R. Sayers, Director

STATISTICAL AND ECONOMIC SURVEYS
METAL ECONOMICS DIVISION

FOR RELEASE JANUARY 15, 1941.

MINERAL MARKET REPORTS
M. M. S. No. 885.

PRELIMINARY ANNUAL FIGURES - PLEASE FILE FOR REFERENCE UNTIL FINAL DATA ARE AVAILABLE

IRON ORE INDUSTRY IN 1940 - ADVANCE SUMMARY

The output of iron ore in the United States in 1940 is estimated by the Bureau of Mines, United States Department of the Interior, at 73,806,000 gross tons, an increase of 43 percent over the quantity mined in 1939. The output in 1940 was, except for 1916 and 1917, the largest of record. The ore shipped from mines in 1940 is estimated at 74,969,000 gross tons valued at $191,734,000, an increase of 37 percent in quantity and 21 percent in total value compared with 1939. The above figures do not include ore that contained 5 percent or more of manganese in the natural state.

The average value of the ore at the mines in 1940 is estimated at $2.56 per gross ton; in 1939 it was $2.89. The stocks of iron ore at the mines at the end of 1940, mainly in Michigan and Minnesota, were 3,502,000 gross tons, a decrease of 26 percent from 1939.

With the steel industry operating at 73 percent of capacity during each of the first quarters of 1940, advancing to 88 during the third quarter, and reaching 95 during the last quarter, thus establishing an all-time record output, operating schedules at iron-ore mines in the Lake Superior district were keyed to meet not only the 1940 requirements but to build up stocks at docks and furnaces sufficient to last until the 1941 navigation season opens. To accomplish this task, the entire ore fleet was engaged part of the season. Although severe storms on the Great Lakes in November resulted in the movement of about 2,000,000 tons less than expected, shipments down the Lakes for the season exceeded 63,000,000 tons and were the third largest of record.

Lake Superior District

About 84 percent of the iron ore shipped in 1940 came from the Lake Superior district where production was 61,808,000 tons and shipments were 62,921,000 tons, or increases of 48 and 41 percent, respectively, compared with quantities mined and shipped in 1939. Shipments in 1940 were valued at $165,907,000, an increase of 21 percent over 1939. The average value of the ore at the mines in the Lake Superior district was $2.64 per gross ton

in 1940; it was $3.07 in 1939. These totals include the ore shipped by rail as well as by water from all mines, but exclude manganiferous ores amounting to approximately 1,204,000 gross tons in 1940 and 651,963 tons in 1939 that contained 5 percent or more manganese in the natural state. The stocks of iron ore in this district at the close of 1940 were 3,342,000 tons or 26 percent less than at the end of 1939. The quantity of Lake Superior ores in stock at furnaces and Lake Erie docks on December 1, 1940 was 41,711,704 tons compared with 40,732,096 tons in 1939, according to the Lake Superior Iron Ore Association.

Southeastern States

Output of iron ore in the Southeastern States, in which the Birmingham district is the largest iron-ore producing area, approximated 7,239,000 gross tons in 1940, an increase of 20 percent over 1939. The shipments of iron ore from the mines in these States in 1940 amounted to 7,232,000 tons valued at $12,545,000, or increases of 20 and 24 percent over 1939. The average value of the ore produced in these States in 1940 per gross ton was $1.73; in 1939 it was $1.67. The stocks of ore at the mines in this region were very low and at the end of 1940 totaled only 15,000 tons compared with 9,981 tons at the close of 1939.

Northeastern States

The Northeastern States, which include the Adirondack district (New York) and the Cornwall district (Pennsylvania), mined 3,547,000 gross tons of iron ore in 1940, an increase of 14 percent over 1939. Virtually all of the output in this area is magnetite and shipments from the mines totaled 3,610,000 tons valued at $11,353,000, or increases of 17 and 22 percent, respectively, in quantity and value compared with 1939. The average value of the ore in these States in 1940 per gross ton was $3.14; in 1939 it was $3.00. The stocks of iron ore at mines in this area decreased from 208,421 tons at the end of 1939 to 139,000 tons at the end of 1940.

Western States

In 1940 California, Missouri, South Dakota, Utah, Washington, and Wyoming produced 1,212,000 gross tons and shipped 1,206,000 gross tons of iron ore valued at $1,929,000. In 1939 production was 917,448 gross tons and shipments were 914,537 tons valued at $1,495,733.

Imports and Exports

The imports of iron ore reported for the eleven months ended November 30, 1940, were 2,308,338 gross tons valued at $5,875,925, compared with 2,412,515 tons valued at $5,865,510 for the entire year 1939. The reported exports of iron ore for the eleven months ended November 30, 1940, were 1,385,792 tons valued at $4,621,099, compared with 1,057,304 tons valued at $3,578,086 for the entire year 1939. Virtually all of the 1940 exports went to Canada while Chile supplied about two-thirds of the imports. The statistics of imports and exports were compiled from the records of the Bureau of Foreign and Domestic Commerce.

The following table shows the quantity and value of the iron ore mined and shipped in the United States by the principal producing States. The figures for 1939 are final, but those for 1940 are subject to revision.

Estimates of iron ore mined and shipped in the United States in 1940 and actual output in 1939

	Ore mined (Gross tons)		Ore shipped			
			1939		1940	
	1939	1940	Gross tons	Value	Gross tons	Value
Lake Superior:						
Michigan.....	9,159,222	12,671,000	11,238,605	$37,026,665	13,746,000	$40,769,000
Minnesota.....	31,547,701	47,870,000	32,370,241	97,113,591	47,949,000	121,758,000
Wisconsin.....	972,685	1,267,000	1,173,828	3,526,980	1,226,000	3,380,000
	41,679,608	61,808,000	44,782,674	137,667,236	62,921,000	165,907,000
Southeastern States:						
Alabama.....	5,960,507	7,180,000	5,985,208	9,971,024	7,180,000	12,408,000
Georgia.....	26,333		25,846	51,078		
Mississippi....	--		--	--		
Tennessee.....						
Texas.....	1/ 34,941	59,000	1/ 31,301	1/ 88,385	52,000	137,000
Virginia.....						
West Virginia..	--		--	--		
	1/ 6,021,781	7,239,000	1/ 6,042,355	1/ 10,110,487	7,232,000	12,545,000
Northeastern States:						
New Jersey.....	399,289	657,000	394,709	1,865,037	692,000	3,321,000
New York.....						
Pennsylvania...	2,713,604	2,890,000	2,693,856	7,403,750	2,918,000	8,032,000
	3,112,893	3,547,000	3,088,565	9,268,787	3,610,000	11,353,000
Western States....	917,448	1,212,000	914,537	1,495,733	1,206,000	1,929,000
Grand total.....	1/ 51,731,730	73,806,000	1/ 54,828,131	1/ 158,542,243	74,969,000	191,734,000

4363 PLAINTIFFS' EXHIBIT No. 49

State of Alabama,
Jefferson County.

Before the undersigned authority in and for said State and County personally appeared R. H. Kendricks, M. C. Crawford, and Hiram S. Peterson, who, being first duly sworn, depose as follows:

Affiant Kendricks deposes that he is at the present time working as a Drill Sharpener in the ore mines of the Republic Steel Corporation (hereinafterwards referred to as the "Republic Company") at Raimund, Alabama; that he has been in the employment of this Company and its predecessor in its ore mining operations at Raimund for twenty-six years.

Affiant M. C. Crawford deposes that he is at present a Surface Foreman for the Republic Company at its Raimund ore mining operations; that he has been in the employment of this Company and its predecessor for about forty years during which time he has served in various capacities inside and outside of the mine, having for sometime served as Assistant Superintendent and Acting Superintendent.

Affiant Hiram S. Peterson deposes that he formerly was an employee of the Republic Company and has only recently retired. Affiant Peterson further deposes that he first entered the employment of the Republic Company in 1907, and that with the exception of three years, when he was employed by the Tennessee Coal, Iron & Railroad Company as Carpenter Foreman, at one of its ore mining operations, and with the exception of service in the Army during the World War, he has been in the employment of the Republic Steel Corporation and its predecessor

serving as Underground Foreman, as Repairman, as Timber Foremen and in other capacities.

All of affiants further depose that during all of the time of their employment by the Republic Company they have been acquainted with the custom and practice in the ore mine of the Company in reference to computing the hours of work for which men are paid, and know that the computation was made and the men were paid on the basis of time actually spent by them at the face or at their usual working places; that the men have always been paid and have always accepted their pay on the basis of time spent at the working place and without any consideration for the time spent in going to and from the portal of the mine to the face.

Affiants further depose that they have never heard, until recently, of any claim being made that there should be included in the time worked for which the men are to be paid the time spent in going to and from the working place of the usual place of work, and that so far as they know, no one has ever, until recently, when they heard of this present claim, made such a contention.

R. H. KENDRICKS,
M. C. CRAWFORD,
HIRAM S. PETERSON.

Subscribed and sworn to before me, on this the 2nd day of October, 1940.

MARGARETTE KENNEDY,
Notary Public.

(Seal)

4365 PLAINTIFF'S EXHIBIT #50—Showing for J. F. Vance, omitted from the printed record, being heretofore copied at page 2293.

* * * * * * * * *

4370 PLAINTIFF'S EXHIBIT #50-A—Showing for G. B. Neal, omitted from the printed record, being heretofore copied at page 2298.

* * * * * * * * * *

DEFENDANTS' 4453
EXHIBIT NO. 1

Rules and Regulations

Governing the Safety of
Employes of the

Tennessee Coal, Iron and Railroad Company



ORE MINES AND QUARRIES

MARCH, 1937

WORKMEN

Form 1013—4500—4-37 2512

Rules and Regulations

Governing the Safety of
Employes of the

Tennessee Coal, Iron and Railroad Company

ORE MINES AND QUARRIES

MARCH, 1937

WORKMEN

PREFACE

"The Tennessee Coal, Iron & Railroad Company desires that its employees work under the safest possible conditions. In order that this much desired result be obtained, it has installed at its various works and mines the most modern and approved safety devices, and maintains the organization necessary to further improve and promote the work of accident prevention.

"Carelessness on the part of any employee is very apt to result in injury not only to himself but to other workmen as well; for this reason, the Company must insist that every employee observe the rules set forth herein. This is the responsibility of every workman and supervisor and is considered of such importance that violation of these rules will subject offenders to disciplinary action and, violation, if repeated, may result in discharge.

"In addition to the strict observance of these rules and the proper use of all safety devices, the cooperation of every employee in carrying out these rules is necessary. Therefore, it is expected that all employees will report promptly to the proper authority any dangerous condition or practice, continue to instruct new and inexperienced employees in safe practices, and to offer suggestions for better safety devices and safer methods.

"The equipment for safety has been in a large measure provided; the organization for further improvement of safety equipment exists; the opportunity for cooperation in improving safety conditions is offered. This is an appeal to every employee to join with the Company in the effort to

avoid accidents and the physical suffering, the mental anguish and the economic waste which are coincident with accidents.

"THE BEST SAFETY DEVICE KNOWN IS A SAFE WORKMEN.

"WHEN IN DOUBT TAKE THE SAFEST COURSE.

C. E. ABBOTT,
Vice-President."

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GENERAL RULES

1. Copies of these rules may be obtained from the Employment Office.

2. If in doubt as to the meaning of any rule, apply to your foreman for an explanation.

3. Every employe whose duties require him to work with an appliance of any kind must carefully examine same and report any defects to his foreman.

4. Every employe must report promptly to his foreman any defect affecting the safety of any employe.

5. Vigilance and watchfulness promote safety. To avoid danger, adopt the safe course. Employes must not trust to the care exercised by another when their own safety is involved.

6. Keep off all railway or crane tracks except at regular crossings provided for that purpose. Use great care. Before crossing any track—"Stop, Look and Listen."

7. Employes are forbidden to take short cuts over dangerous places. You must not leave your work to go to other parts of the plant except upon Company business.

8. Wrestling, throwing of material, or "fooling" of any kind, is positively prohibited. Fighting between employees while they are in the performance of their duties is strictly prohibited. Any fight occuring on Company property between two or more employees will be thoroughly investigated by the Superintendent, or General Superintendent, of the Department, or Works, at which the fight, or fights, occur. All employees found guilty of being aggressors in said fight, or fights, whether on one or both sides of same, will be discharged from the Company's service.

9. Any person coming to work under the influence of liquor will be discharged.

10. If you are injured, no matter how little, tell your foreman about it right away and go to the doctor. A slight injury may cause blood poisoning.

11. If you find anyone sick or injured on the property of the Company, whether an employe or not, take him to the doctor.

12. Know all the special rules covering your work, all of the general rules, and the rules of any of the departments in which you work and always report to your foreman anything you think may cause an accident.

13. Do not ride on any burden being carried by a crane.

14. Do not ride on engines, cars, cranes, or other moving bodies, except when required by your duties.

15. No one is allowed to go on an overhead crane runway, for any purpose, without permission from his foreman, and then not until the cranemen have been notified. Before a man goes on a crane runway, provision must be made by the Superintendent in charge—either by placing a man on each crane, or by placing a signal man on the floor—to stop all cranes before they reach the point where the man is, until he gets in a place of safety.

16. No one is allowed to operate any crane or other machinery, unless duly authorized by the proper authority.

17. NEVER WORK ON A CRANE, TABLE OR OTHER MACHINE UNTIL YOU HAVE NOTIFIED THE OPERATOR AND ATTACHED A DANGER SIGN BEARING YOUR NAME AT THE POINT WHERE THE POWER IS TURNED ON.

18. Do not turn on any electricity, gas, steam, air or water, or set in motion any machinery, or throw down any material without first seeing if any one is in position to be injured.

19. All persons not authorized by the Chief

Electrician are forbidden to work upon any electrical apparatus. YOU ARE WARNED AGAINST TOUCHING WIRES OF ANY KIND, AS IT MAY RESULT IN DEATH. Before doing any work where there is danger of coming in contact with electric wires, notify the Chief Electrician, who will send an experienced man to advise concerning the work. Do not try to fix electric lights, but call your foreman.

20. Be ever watchful of loads carried by cranes or suspended in the air, and keep out from under them, to avoid being injured.

21. Because of the danger incident to hoisting material by means of line shafting, it is forbidden that any hoisting be done in this manner. All hoisting must be done either with hand tackle and blocks or with regular hoisting machinery.

22. Great care must be taken by men working above other men not to drop any material without first giving warning to those below. When it is necessary for men to work above or below other men, these men should be notified.

Whenever men are working overhead they must place a sign: "Danger—Men Above."

23. When a workman removes the cover from any opening in the floor, ground, valve pit or sewer, he must take such steps as are necessary to guard that opening so that no one will fall into it.

24. In new construction or repairs, the surrounding premises must be kept as clean and orderly as possible. Boards with nails sticking up must not be left lying around.

25. There shall be placed a blue flag (and at night a blue light) at the ends of all cars on B. S. tracks when men are working on or around the cars. This applies to all B. S. tracks.

26. Care must be taken in loading material on cars, so that no portion will project over the sides or fall off in transit. See that the weight of the

load is properly distributed on car, and that large pieces are braced to prevent shifting.

27. Men working on high elevations, from which they are liable to slip, or when working on smoke-stacks or scaffolds supported by tackle, shall, when practicable, wear safety lines and belts.

28. Use care in placing ladders before using them. If there is danger of the ladder slipping have some one hold it.

29. Do not go up or down a ladder without the free use of both hands. If material has to be handled use a rope.

30. All scaffolds—whether swinging or otherwise—when higher than six feet from the ground shall be provided with a railing. On swinging scaffolds the railing may consist of rope or cable attached to the supporting ropes of the scaffold. The planking for the scaffolds shall be secure and cover the entire space between the supporting ropes. To prevent the planks slipping from the stringers there shall be a hole in the planking on the outside of the stringers, through which a bolt shall be placed.

31. Every employe before going upon any scaffold of any description MUST SEE FOR HIMSELF that the scaffold and its supports are properly built. Sufficient time at all times will be allowed to each employe to make this examination. He is forbidden to enter upon any scaffold until he has satisfied himself by such personal examination that it is safe.

32. TACKLE AND LASHING—Wire rope shall be used for lashing, except where it would be liable to slip, or in case of raising light weight material. In lifting heavy pieces double lashing must be provided, and, where possible, double tackle must be used. In all cases the man in charge of the work shall ascertain, if possible, the weight of the material to be hoisted, and before raising, the man in

charge must carefully inspect the tackle and lashing.

33. DO NOT FOOL WITH COMPRESSED AIR. Never blow the air on anyone. It may enter his body and injure or kill him.

34. A separate place must be provided for the dumping of boiler house ashes. They must be thoroughly drenched with water, and must not be dumped to a depth of more than two or three feet in a horizontal layer. All cars loaded with boiler house ashes must be tagged with a card showing the contents of the car.

35. In the piling of brick, the following rules must be observed:

(a) Except in brick sheds, brick must not be piled higher than seven feet.

(b) The pile must be tied at every course with alternate courses of headers and stretchers.

(c) When the pile is over four feet high it must taper back from a point four feet high, one inch to each foot.

(d) In unpiling, the taper must be maintained.

(e) Under no circumstances must brick be piled for storage purposes on scaffolds or runways.

(f) Tie strips of wood must be inserted whereever necessary.

(g) All foremen in charge of piling brick will be held individually responsible for safety of the piles.

36. In the piling of cement, the following rules must be observed:

(a) Cement must not be piled more than ten bags high, except in storage built for such purpose.

(b) The first four end bags must be cross-tied in two separate tiers up to the fifth bag, where a step-back of one bag in every five bags must be made. Beginning with the fifth bag, only one cross-tier will be necessary.

(c) The back tier, when not resting against a wall of sufficient strength to withstand the pressure, must be stepped back one bag to every five bags, the same as the end tiers.

(d) In storage, when piled between and against walls of sufficient strength to withstand the pressure, no cross-tiers nor step-backs will be necessary, but bags must be piled with a slight incline against the back wall—the height depending on the strength of the wall.

(e) Cement bags in outer tiers must in all cases be piled with the mouth facing the center of the pile.

(f) When cement is removed from pile, the length of the pile must be kept at an even height, and necessary step-backs, every five bags, shall be taken care of.

(g) All foremen in charge of piling cement will be held individually responsible for the safety of the piles.

37. Do not pile material so high that it will fall over, or allow it to lean against walls too weak to bear the pressure.

38. Never use a cutting tool on which you have to use a hammer or sledge if the head is burred or so hard that small pieces break off of it when hit.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

BOILER HOUSE RULES

1. There must be at each group of boilers one experienced man who will be held responsible for the safety and economical operation of the boilers;

also the cleanliness of the boiler house and surroundings. The duties of this man shall be such that he shall not be required to leave the vicinity of the boiler house.

2. The prevention of accidents is of first importance and no operating man or foreman should allow a condition dangerous to life or limb to exist without either remedying the defect or calling the attention of the Master Mechanic or Superintendent of the plant to the defective condition.

3. On the change of each turn all water columns must be blown down, noting the return of the water in the glass, and the gauge cocks must be tested to be absolutely sure of the water level.

4. Boiler doors must be opened at least once each day and a careful examination made for leaks at every possible point, noting tube ends, steams and blow-off pipes in every furnace. Fire sheets must be examined carefully for bulges, bags and blisters.

5. Safety valves are liable to stick on their seats. They should, therefore, be raised carefully once every 24 hours. Outlets of all safety valves must be the full size of the valve opening, and when boilers are washed, safety valves must be lubricated with cylinder oil.

6. When steam gauges indicate maximum pressure all safety valves should be blowing off freely. If they do not, ascertain the cause.

7. Steam gauges must be tested sufficiently often to insure correctness. They must be placed on syphones and attached so that they may be readily taken down for testing.

8. Gauge cocks must be kept in good order at all times and frequently used, as water glasses are very unreliable. Tees or crosses must be placed at the bend of both pipes from the boiler to the water column, and when boiler is washed, plug must be removed and pipes cleaned. Boilers must be equipped with three gauge cocks and a water glass.

9. In case of foaming, close the stop valves long enough to show the true water level in the boiler. If the level is sufficiently high, feeding and blowing down will usually correct the trouble. If the foaming becomes violent, check the draft and use blow-off freely.

10. In case of low water, cover the fire with wet ashes, or with green fuel if wet ashes are not available, and close the fire and ash-pit doors. Don't turn on the feed water under any circumstances. Let the steam outlets remain as they are until the boiler has been cooled off and examine to determine what damage has been done.

11. To get up steam, fill boilers with cold water and see that man-hole and all hand-hole gasket joints are tight. Vent the boiler to permit air to escape while the boiler is being filled. Be sure that the proper water level has been reached befor starting fires, and start them early enough to reach normal working pressure in about ten hours. Forced firing on cold boilers must not be resorted to as too rapid expansion on both the boiler and brickwork will be productive of damage. If gas or oil fuel is used the furnace must be thoroughly ventilated before starting the fire, and the fuel supply must never be turned on before first having placed a lighted torch or a piece of burning waste in the furnace. Failure to observe this rule might result in a gas explosion.

12. In turning a boiler into the main steam line after being out of service, the steam pressure of tne boiler should be brought to the same as the main line pressure, and the valve next to the boiler should be opened first to allow any water in the connecting pipe to flow back into the boiler, after which the valve next to the main should be opened slowly. Never connect boilers unless the steam pressures agree. When boilers are off for cleaning, the stop valves next to the main must be closed, no dependance is to be placed on an automatic valve

alone. These latter valves must be examined each time boiler is out of service so as to insure their working in emergencies, such as the bursting of a tube.

13. Do not close the damper entirely when there is fire on the grates, gas may collect and result in an explosion as destructive of property as a boiler explosion.

14. Provide "V" shaped brick piers or asbestos covering to protect the blow-off pipe from direct flame in the furnace. The water in boilers should be blown down two or three inches as often as necessary and not less than once every six hours. Open and close blow-off valves slowly to avoid water hammer.

15. Boiler must be kept dry on the outside as moisture will cause external corrosion.

16. Keep the brickwork tight so that the cold air does not enter, as it will cause fuel loss, fire lightly and frequently, and try by all means to save fuel. Carry a uniform water level when boiler is in service. Keep the feed pumps and injectors and all other appliances in good working order, and as neat as possible.

17. No wrench or hammer shall be used on a boiler valve or fitting while under pressure, except on hand and man-hole covers.

18. Combustion chambers and ash-pits must be kept free from clinkers, ashes and dust.

19. Each boiler plant should be equipped with a steam or air blower system consisting of a hose and blower pipe and steam or air connection together with adequate and safe platforms near each door, and the external or fire side of heating surface should be blown off thoroughly, often enough to prevent the accumulation of soot and dust. Experience will show how often this is necessary but usually about twice in 24 hours is sufficient.

20. Each boiler plant should be equipped with

the proper tools for firing, such as rakes, slice bars, steel poker, scraper and proper size of shovels (about No. 3 preferred). A proper place must be provided in which to keep all tools and they must not be allowed to lie around promiscuously.

21. Thermometers should be installed in feed lines of all plants and an effort made to attain the highest possible feed temperature. It might be stated here that each 10 degrees of heat added to the feed temperature means approximately 1% saving in coal, as well as increasing the capacity and reducing cost of cleaning and repairs of the boiler. Heaters of any type must be examined occasionally and kept clean enough to be efficient.

22. There must be no valves between water column and boiler. Care should be taken to see that water glass valves are set in correct alignment so that glass can expand freely. The following should be considered in installing and packing gauge glasses: glass should be inspected for flaws and for size to see that it does not bind the glands, 1-32 inch clearance being recommended. A rubber gasket of good quality should be used (and for high pressure steam a thin piece of asbestos packing on either side of the gasket should be added to protect it.) In packing glasses, glands should be screwed down tight enough to set packing and then loosen up a little until glass can be turned with fingers. With glasses left loose, there will be a slight leakage when steam is first turned on, but this will soon take up as glass and packing expand. The water valve should be opened slowly, first, until glass is filled, then the steam valve should be slowly opened, and after the water reaches the level both valves should be opened wide.

23. Wash out boiler at least once every month and more often if feed water is bad. Do not allow mud or scale to accumulate in boiler and do not allow oil or grease to enter boiler; these foreign substances cause over-heating and burning of plates

and result in a bag, rupture, or violent explosion. A solution of soda or a small quantity of kerosene fed continuously into boiler is often beneficial in preventing or softening scale; when either of these materials are used, great care must be exercised to see that it is entirely gotten rid of by allowing a draft to blow through the boiler before bringing a naked light to the boiler or allowing anyone to enter the boiler, as an explosion may ensue or the fumes may overcome the person entering.

24. When a boiler is to be cleaned, allow the fire to die out, and leave the dampers open with fire doors closed for at least twelve hours, when the steam gauge should indicate no pressure. Then admit air on top, open blow-off cock, and allow the water to run out. Remove the upper man-hole plate, and use vigorously a large hose with ample water pressure to dislodge loose scale, and wash out the boiler thoroughly. Now remove the lower manhole plate and all the hand-hole plates, and remove the lodged scale at the turn of the flanges and below and between the tubes. See that all parts of the boiler are entirely free of scale and clean internally and externally from head to head, and see that the furnace is cleaned out from end to end. Examine carefully all parts of the boiler for defects, particularly the parts that are subjected to the direct heat of the furnace.

25. No one should enter a boiler without first making sure that all valves, both steam and gas, are provided with signs "Do Not Open," or locked shut to prevent danger of their being opened while a man is inside boiler.

26. When more than one boiler is connected solidly into one blow-off main, the valve of the boiler being cleaned should be locked shut before anyone is allowed to go inside boiler.

27. In gas fired boilers, at least three men must work together when cleaning flue dirt, clinkers, etc., out of the boiler settings, one man being

stationed outside the boiler to watch any men inside, to prevent gas from being turned on, or to give assistance in case they are gassed by leaking gas valves or slides.

28. Gas slides should be well clayed to prevent gas leaking into the boiler house, or into boiler when out of service, the gas valves should be blocked to prevent their being opened by a sudden change in gas pressure.

29. The inspection of a steam boiler is a matter of vital importance. When notified to prepare a boiler for internal inspection, proceed to cool down and clean the boiler as per instructions given in Rule No. 24. Remove all scale, clean out the ashes and soot on the grates and in the combustion chambers, and sweep off the plates, heads and tubes, so that every part of the boiler may be examined and its exact condition determined. Have the boiler cold for the inspector when he arrives. Have the steam gauge ready for testing, water column connections open for inspection and everything in readiness to facilitate a thorough going inspection of the boiler and all its connections.

30. LAYING UP BOILERS: Empty the boiler and clean it. Dry it thoroughly, both internally and externally, and remove the accumulated scale. Paint surface exposed to the fire with linseed oil where practicable. Leave the boiler open to allow a circulation of air, and if it is located in a damp place put a pan of unslaked lime in the boiler to absorb moisture. All brass fittings should be removed and stored in a convenient place.

31. Never open a slide or valve when "Danger, Do Not Open" sign is attached and until you have seen that no one is in the boiler.

32. When opening a cold line the following precautions must be taken:

(a) Open all valve drips.

(b) Warm line by opening by-pass when pos-

sible; or by opening stop valve sufficiently to warm very slowly.

(c) An inexperienced man must not be allowed to turn steam into a cold line, unless accompanied by the foreman.

(d) Never open main valve until certain that the line is thoroughly heated.

33. All steam traps taking care of large lines must be kept clean and in working order, as this is the only safe way to remove water from the lines. Should a trap get out of order and it is impossible to repair it at once, the by-pass must be opened sufficiently to eliminate all water that might collect.

34. Leaks in pipes, flanges or gaskets must be repaired at the earliest possible time, as the same may be caused by defective material.

35. In cutting any boiler in or out the non-return valves must be used exclusively in order to insure the working of same. Should the non-return valve fail to work in any instance, notify the foreman immediately.

36. Great care must be used in the cooling and handling of flue dust, as it is liable to fly, slide and explode, causing bad burns.

37. To prevent water tenders being injured by a glass bursting, water glasses should be provided with a suitable guard or shield, so that the water level can be easily observed.

38. In washing stationary boilers all steam and water connections must be locked, and the key must be in the possession of the men entering the boiler. At the same time there should be a sign placed on the valves, such as "Man Inside, Do Not Open."

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

ENGINE ROOMS

1. The prevention of accidents to operators or employes is of first importance, and no engineer must allow a condition dangerous to life or limb to exist without remedying same, if possible. If machinery, engines, piping or valves are in any way dangerous and cannot be fixed at once, report this fact to the Master Mechanic, or Superintendent, or both, at the earliest opportunity. No hammer or wrench must be used on a bolt of a steam line while under pressure.

2. Employes are warned always to be careful of loads being carried by cranes or suspended in the air, and keep out from under them, to avoid being injured.

3. Men not employed in engine room must not be allowed to go into it unless under escort or sent on business, and anyone not regularly working in the engine room should not be allowed to handle or touch any machinery or valves without first notifying the engineer in charge. The engine room must not be used as a loafing place or dining hall for employes working in vicinity of the engine room.

4. Never enter the cylinder of an engine until the fly wheels have been securely blocked to prevent the possibility of an engine turning over.

5. Positively no one is allowed on hoisting engine platform or steps leading to platform except the assistant engineer and then only when signaled with eight ring signals.

6. Talking to hoist engineer while signal bell is ringing or hoisting engine is in motion is absolutely forbidden.

7. Do not start any engine nor electrically operated machinery, nor open any steam or water

valves, nor throw down any material without first making sure that no one is in a position to be injured by the action.

8. When automatic engine stops or quick closing valves are installed they must be tested at frequent intervals.

9. Signal bells or whistles must be kept in efficient working condition and a board posted in the engine room giving the usual signals used for the information of all concerned.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First Violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

HOISTING ENGINE SIGNALS

SIGNALS must be kept in efficient working condition and a board posted in the engine room giving the following signals and rules governing same:

1 Long Ring—Stop.

1 Short Ring—Warning signal when lowering.

2 Rings—Hoist.

3 Rings—Lower.

4 Rings—Hoist slowly.

5 Rings—Lower slowly.

1 Long and 2 Short Rings—Hoist sinking skip.

8 Rings—Man on skip. Get assistant engineer on platform. Do not move skip on this signal.

12 Rings—Skip derailed. Do not move skip on this signal.

RULES GOVERNING ABOVE SIGNALS

(1) On getting eight rings signal do not move skip until you get four rings ("Hoist slowly") or

five rings ("Lower Slowly") signal. Skip must not be hoisted in dump on this signal.

(2) When hoisting or lowering men drum must not make more than twenty (20) revolutions per minute.

(3) Skip must not be hoisted from tally house on two rings.

(4) Engineer must not move skip at any time unless he is positive of receiving correct bells. He must wait until he gets further signals.

(5) Engineer must not move skip when it happens to be lowered or hoisted past the tipple for loading, but must wait until he receives proper signal to move skip.

(6) One short ring is to be used only when lowering on three (3) rings signal and approaching a heading where the skip is to be loaded. This will notify engineer to reduce speed and be able to stop quickly on stop signal and at the proper place without jerking the hoisting rope.

(7) One (1) long ring and two (2) short rings signal is to be used only when hoisting sinking skip. Engineer must be very cautious in starting at bottom and entering tipple on surface.

(8) On getting twelve (12) rings signal do not move skip until you get four rings ("Hoist Slowly") or five rings ("Lower Slowly"). Move skip very slowly.

(9) All signals must be given the engineer by the man in charge of the skip. Any other person or persons caught ringing or tampering with signals will be discharged and prosecuted.

(10) No one shall give signal for moving skip up or down unless he knows why skip is stopped.

(11) At the beginning of each shift and after the hoisting engine has been idle for any length of time, the skip must be lowered five hundred feet (500') or more into the slope and hoisted back into position before any attempt is made to lower men

into the mine. This test must be made so that all accumulated water is removed from the engine, brake and clutch cylinders.

(12) At the beginning of each shift the skip must be hoisted into the tipple to the dumping position in order to see that the indicator needle and dumping mark are correct. If they are not correct they must be set correctly by the hoisting engineer.

(13) No employe must get on the skip before the above tests have been made. In case the tests have not been made employes must refuse to ride on the skip.

(14) When lowering men into Mine, one man designated by Mine Foreman or Assistant Mine Foreman must ride on chair at rear of skip for purpose of giving Stop Signal in case of emergency, with Safety device provided for this purpose.

(15) When hoisting men out of Mine, one man designated by Mine Foreman or Assistant Mine Foreman must ride on bail of skip for purpose of giving Stop Signal in case of emergency, with Safety Device provided for this purpose.

(16) When Material crew is hauling material in or out of the Mine with larry attached to the skip, one man must be on the bail of the skip at all times for purpose of stopping the skip in case of emergency and material crew must ride inside of skip.

(17) THE ABOVE RULES AND SIGNALS MUST BE OBEYED.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

MECHANICAL AND SHOPS

1. Every workman must be conversant with the rules applying to the departments in which he works.

2. Never work on a crane, table or other machinery before you have notified the operator and attached a danger sign, bearing your name, at the point where the power is turned on.

3. When you complete a job, NEVER leave tools or material lying overhead. Tear down all temporary scaffolds as soon as you are through with them. Do not allow board with nails sticking up to lie around anywhere.

4. After repairing machinery, always replace safeguards before leaving the job.

5. Before going into an engine or a pump, block the fly wheel, to prevent a leak of steam starting the engine.

6. It is the duty of all oilers to know the condition of platforms and railings, and if the same are not in safe condition they must report the matter at once to their foreman.

7. Before doing any work where there is danger of coming into contact with electric wires, notify the Chief Electrician, who will send an experienced man to advise concerning the work.

8. Crane hookers must walk in front of load carried by crane, and see that men on floor get out of the way before the load passes over them.

9. Do not pile any material so high that it is liable to fall.

10. Men working on lathes, drill presses and machines of all kinds must inspect same every day before starting to work, and report any defect immediately to their foreman.

11. Do not ride on any burden being carried by crane.

12. Before doing any work where there is danger of material flying in your eyes provide yourself

with a pair of eye protectors, which can be secured from your foreman.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

RULES FOR ELECTRICAL WORK

1. The following rules and regulations are for your benefit as well as your employer's, and you are requested to comply with them.

2. Take pride in doing work that is safe, and in doing it safely without taking any unnecessary risks.

3. Do not handle currents promiscuously and do not get the idea that you are an expert at it. OVER-CONFIDENCE BREEDS CARELESSNESS, AND ACCIDENTS ARE THE RESULT. Competent men are cautious; only unskilled and inexperienced men take chances.

4. Men must not be allowed to work without having the proper tools and equipment.

5. No temporary work shall be done unless it is good and safe enough, mechanically and electrically, to be permanent.

6. It is the foreman's duty to see that only skilled and experienced workmen are put on hazardous jobs, and that such work is performed under his immediate directions at all times, in the manner he directs, and that no variations will be allowed except with his consent. Furthermore, such men must be in good physical condition.

7. One man should not be allowed alone on hazardous work, but always be accompanied or checked by an equally skilled and experienced man.

8. When there is any doubt as to the best and safest method of doing work, and when instructions are not complete or thoroughly understood, the foreman must be consulted and his direction followed.

9. If in doubt as to voltage of any circuit consult your foreman.

10. Never be off your guard, but cautious and alert at all times and under all conditions.

11. If you see any electrical equipment in unsafe condition or being improperly operated, correct the condition or report to the foreman.

12. In case of fire pull main switch of circuit causing it. Endeavor to smother fire by means of pyrene or powder extinguisher before resorting to sand or water.

13. When working above ground level provide against falling from crane, scaffold, etc., in case of shock. Linemen must always use safety belt when working overhead.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

VOLTAGE CLASSIFICATION

1. Voltages are to be classed as follows:

Less than 250—Low.

250 to 500—Medium.

500 and higher—High.

One reason for this classification is that alternating current voltmeters measure the "effective" and not the "peak" of the potential. The actual "peak" voltage of a 500 volt A. C. circuit would not be less than 710 volts and might be higher.

2. LOW VOLTAGE—Low voltage circuits can be worked on alive if conditions are dry or workmen are otherwise properly insulated from ground and not exposed to contact with both sides of circuit at once, and instructions are followed.

3. MEDIUM VOLTAGE—Medium voltage circuits can be worked on alive only by the most experienced men, under the most favorable conditions, using the special insulating devices provided for this purpose, and with permission of the Chief Electrician.

4. HIGH VOLTAGE—High voltage circuits MUST NOT BE WORKED ON ALIVE under any circumstances.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

LINE WORK

1. Examine carefully all poles, towers, brackets, scaffolds, platforms, steps, cross-arms, etc., to see that they are safe before mounting them.

2. Do not work on defective poles or towers unless they are properly guyed.

3. Make a thorough inspection of all guy wires, anchorages, pole towers and brackets before putting up wire and straining.

4. Inspect frequently all tackle, blocks, ropes, grips, belts and other accessories. Any piece of apparatus, tool strap or rope found defective must be discarded at once or repaired.

5. When handling wires over railroad crossings, walks or driveways or in the path of traveling machinery a guard must be stationed at such points until the wires are permanently fastened.

6. Use the same precaution in handling telephone and signal wires as other wires with which they may become crossed.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

WORKING ON LIVE CIRCUITS

1. Never work on a live circuit unless absolutely necessary.

2. Never depend upon the insulation of electric wires to protect you against shock.

3. Never touch electric wires when you are in contact with metal frame or structural work, or when you are on a wet place, without taking extra precaution to insulate yourself suitably from the metal or ground.

5. Use one hand at a time if possible, and keep the other behind the back. Shocks from hand to hand are the most dangerous.

5. Work only on one wire or bus at a time, and finish insulating or taping it before starting on the one next to it.

6. When working back of switchboard or where one wire or bus is near another see that the neighboring parts of opposite polarity are insulated within reach of the tools you are using on your body. This appiies particularly to switches, studs of switches and circuit breakers, busbar connections and clamps. Do not expose yourself to more than one polarity at a time, in order to prevent short circuit and shock.

7. Rubber gloves and insulated tools shall not be used under any circumstances. Slight defects in

these gloves or tools and too much dependence on them are dangerous.

8. Provide scaffolding whenever conditions warrant it.

9. When working above ground level provide against falling from crane, scaffold, etc., in case of shock. Linemen must always use safety belt when working overhead.

10. Do not feel over-confident or become careless when working on circuits of low voltage. They may be crossed with circuits of a higher and more dangerous voltage. Furthermore, it is apt to unqualify you for working on higher voltages.

11. Never work on any circuit or lightning arrester while there is any sign of lightning.

12. The safest course is not to depend upon tracing out a circuit, but rather testing it out with lamp, magneto, voltmeter or other means. This applies to putting in jumper wires, cleaning up trouble, connecting up switches to busses, and throwing in tie-in lines. If direct current, the polarity must be checked before completing connections or before throwing switch. If alternating, the phase rotation must be checked.

13. Bare ends of live circuits must be suitably taped, even if exposed temporarily.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.:

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

WORKING ON DEAD CIRCUITS

1. Dead circuits should be removed unless they will be used soon.

2. Dead circuits are never safe unless it is im-

possblie to make them alive; therefore, treat them as alive when there is any chance of their being crossed with live circuits or being made alive at any point.

3. To cut off circuits of medium or high voltage before working on them, the following rules must be complied with:

(a) Be absolutely sure that the circuit is opened at every point where it may be made alive. See to this personally if at all possible.

(b) Where circuits are controlled only from the power station the foreman must issue instructions (preferably in writing) to the switchboard operator to open all switches (or fuses) controlling the circuit concerned.

(c) Danger tag, giving name of foreman requesting circuit cut off, must be placed on switch (or fuse) and switchboard control panel by the person opening the same.

(d) When circuit is cut off at power station and danger tag is in place in such a manner that it cannot possibly come off except through human effort the switchboard operator must advise the foreman, and no work must be done in the circuit until such advice is received. Switchboard operators must notify their relief fully as to what has been done.

(e) When the work is finished and everything is clear of the circuit and everybody has been notified to keep clear the foreman must notify the switchboard operator (preferably in writing), giving his name, location and name of circuit on which the danger tag with foreman's name was attached. You cannot be too careful to have the switchboard operator understand clearly the circuit you refer to.

(f) Before working on a dead circuit that may become alive, first short-circuit the wires. Be sure to remove short circuit when through.

(g) When working on any circuit provided with

switch locks, electrician must lock open the switch and take the key with him.

4. Bare high and medium voltage wires should be short-circuited only by a copper cross-bar mounted on top of an insulating pole, such as is designed and kept for this purpose.

5. Before working on or inspecting a remote control switch, it is important that control circuits be opened at the switch by removing fuse or otherwise, or that mechanically operated switches be blocked open, to prevent injury to workmen mechanically and possibly electrically. Be sure to replace everything in proper working condition before leaving the job as finished.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation; Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

ELECTRIC MINE MACHINES AND ELECTRIC HAULAGE

1. The frames and bed plates of generators, transformers and motors other than low voltage portable motors, installed underground shall be sufficiently grounded. All metallic coverings, armoring of cables, other than trailing cables, and the neutral wire of three wire D. C. systems shall also be grounded.

2. No higher voltage than medium voltage should be used underground except for transmission or for application to transformers or to other apparatus in which the wholes of the high voltage part is stationary.

3. All high voltage machines, apparatus and lines shall be marked by the use of word "DAN-

GER" at frequent intervals, and whenever possible high voltage cables should be painted red all over.

4. Carbon Dioxide fire extinguishers shall be kept in all underground stations and on all electric locomotives ready for immediate use in extinguishing fires. Motormen and station attendants shall be held responsible for these extinguishers.

5. Overhead transmission lines between station and mine entrance where such line is more than 500 feet long shall be provided with lightning arresters at station as well as at mouth of mine.

6. Where wires for electric lamps are connected to a trolley wire, the ear of the trolley hanger to which connection is made shall be provided with a drilled lug and set screw for attaching the lighting wire. Such lighting wire shall not be wrapped about the trolley hangers.

7. Trolley wires shall be installed as far to one side of the underground workings as practicable and shall be securely supported. Trolley wire must be pulled tight and be without sag.

8. All trolley wires must be properly shielded, except where same are at least six (6) feet, 6 inches (6'6") above top of rail.

9. All lamp sockets and plugs must be non-metallic.

10. No lamp cord shall be used underground except for extension lights, and then reinforced lamp cord not less than No. 14 shall be used.

11. All cable lines to Mechanical Loaders and other electrical equipment must be hung on the lower rib.

12. When drivers, motormen or trip riders have occasion to leave their trips, or when their trips for any cause are stopped anywhere except at regular stations, they must see that it is left, when possible, in a safe place, secure from cars or other dangers or from endangering drivers or trips following or approaching, and if the trip is left in

Main Haulageway, he must go back and notify the approaching driver or trip, if any, of the obstruction, that they may be able to stop their trips and avoid collisions.

13. Great care must be taken in taking trips down grade to keep the cars under control at all times, thus preventing accidents.

14. Motormen must handle their motors in a proper manner, keep them clean, and use all necessary precautions to prevent damage to them.

15. The motorman shall not allow any one to ride on the Motors except such as are especially authorized to do so.

16. In case of any defect of the proper workings of the Motor, the Motorman shall promptly report same to the Mine Electrician or Mine Foreman, and in no case shall this be done later than the end of the day's work.

17. Motormen shall sound their gongs, or other signal devices, when approaching curves or places where workmen are on or near the track, or on entering doors. It shall be the duty of Motormen to see that all doors are kept closed.

18. No flying switches are to be made and coupling of cars while the trip is in motion is forbidden.

19. Motormen shall always ride on rear of double end controlled motors and Trip Riders shall either ride on the first or last cars of trip or on the rear end of double end controlled motors.

20. Motormen shall not pass a red signal light; also, if signal lights will not burn, he must send his trip rider ahead at least 100 feet and flag.

21. Motormen shall see that sand boxes are filled, and that sand pipes are clean. He shall, also, see that his Motor is oiled at all times.

22. No Motorman shall leave his trip standing in a Ventilation door.

23. When making a trip in a Heading, all Mo-

tormen and trip riders shall see that cars are properly chocked before leaving them.

24. No one shall attempt to do work on Motors until the current is cut off.

25. No one shall attempt to re-rail with any device other than that provided by the Company for that purpose.

26. Trip riders and trammers are forbidden to get in cars from the side while the cars are in motion.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

INSTRUCTIONS TO DRAG ENGINEERS ON MECHANICAL ORE LOADERS

1. In case of accident to electrical apparatus, pull main switch and call for electrician.

2. On taking charge of machine at beginning of each shift, grease all bearings except armature bearings, which are to be greased by electrician. Look over machine and see that all parts are in good working order.

3. See that clutches are out, that controller is in neutral, and then close switch on heading mains leading to machine, then close main switch on machine.

3-A. ELECTRICAL SIGNALS FOR DRAG OPERATORS

1 Short—Reverse direction of Scraper.

2 Shorts—Pull in.

3 Shorts—Back up.

12 Shorts—Stop and give slack on both ropes.

RULES GOVERNING ABOVE SIGNALS

(a) When the scraper is gathering its load in the face of the working place 1 short signal is to be used for reversing the direction of the scraper.

(b) When the scraper has been standing and it is desired to move it towards the chute, 2 short signals are to be used.

(c) When the scraper has been standing and it is desired to move it towards the face of the working place, 3 short signals are to be used.

(d) When it is desired to stop the scraper for an indefinite length of time 12 short signals are to be given.—This signal is to be used when the scraper is to be stopped for mucking out in front of skidder block, crossing drag rope, cutting off rope, moving skidder block to a new hanger, or any other operations which require that the scraper be stopped.

4. If controller should happen to stick, throw out clutch if possible and then open main machine switch and call for electrician.

5. On leaving machine at end of shift, leave all clutches out, then open main machine switch and heading switch leading to machine.

6. To renew fuse on machine, always open your main switch first.

7. Any employe found using fuses other than those provided will be considered as violating these rules and will be subject to discharge.

8. Mechanical Loaders must not be put in operation until both jacks on the Mechanical Loader Frames, have been securely clamped to the rails.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

RULES FOR LOCOMOTIVE CRANEMEN

1. Locomotive cranes must not be moved, except upon a signal from an authorized signalman. This signalman, if not a regular switchman, shall be appointed by the Superintendent of the Department in which the crane is working. When a man is regularly employed with a crane as switchman, he should be the signalman.

2. Locomotive cranes must not be swung across a railroad track, or into such a position that cars moving on that track would strike it, until the craneman and the signalman have made sure that the cars are not being moved on that track.

3. No one except the switchman or the signalman must be allowed to make a coupling or a switch.

4. When hoisting see that all the rail clamps are on the rail properly.

5. See that all four outriggers are out and blocked up properly.

6. See that your boom is not too low.

7. When traveling around the yards see that your boom is low enough to clear all wires.

8. Do not carry excavating buckets on boom when traveling.

9. Use the best of judgment at all times, as you are responsible for the machine and the men working under you.

10. Examine your crane at every turn for defective apparatus or things liable to cause an accident, and make a written report on the blanks supplied. Mail same to foreman of the Locomotive Shop.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

RULES FOR HEAD MINERS

1. All Head Miners are under the direct supervision of the mine foreman.

2. The head miner has direct supervision over all drillmen and section helpers employed in his section.

3. The head miner will be held personally responsible for the safety of any other workmen who are employed in his section for any special purpose.

4. The head miner must, upon entering the working place of his section, personally examine and test with a hammer and bar, roof, ribs and face of the working place.

5. In case there is any dangerous ground in underhand stopes the first duty of the head miner is to order the men out of the stope where the ground is dangerous. After examining dangerous ground he must put competent men to take it down and instruct them how to take it down before proceeding to other working places in his section.

6. The head miner must, set with his own crew, all temporary timbers needed.

7. The head miner must immediately notify the timber foreman so that other timbers required can be placed immediately.

8. The head miner must personally see that timbers are replaced before he permits men to work under the ground to be supported by the timbers.

9. The head miner must inspect the working places in his section continually during each shift and shall direct the work and maintain proper discipline and safe working conditions.

10. The head miner is personally responsible for the safe working condition of all tools and equip-

ment used in his section, as follows: Proper location and condition of derailers, safe condition of tracks, tram car sprags, bumpers and brake sticks, quarrying bars, hammers, picks, shovels, shaking chutes and hangers for same, tripods, drills and wrenches for same, air hose, ladders, hoisting ropes, sinking skips and all fastenings for same, sinking tipples and hoist, switches, frogs, tipples and other tools and equipment used in his section. In case any of the above tools and equipment are not in a safe working condition he must immediately discontinue the use of same and notify and request the mine foreman for tools in proper condition.

11. The head miner must see that all tools or other equipment are removed to a safe place at the end of each shift and before blasting is done.

12. The head miner must see that all the rules of the mine are observed by the employes under his supervision and must report to the mine foreman any violation of these rules or instructions.

13. The head miner must immediately investigate and obtain all facts with reference to all accidents occurring in the section under his supervision in order that he may take all possible precaution to prevent similar accidents.

14. The head miner must see that all the working places of his section are driven to the engineer's lines and he will be held responsible for any variations from these lines or grades.

15. The head miner must immediately withdraw his men from any working place in his section which is dangerous and notify the mine foreman at once of his action.

16. The head miner must report to the mine foreman or assistant mine foreman during the shift or at the end of the shift, any unusual conditions.

17. Head miners and section helpers before drilling can be started, must clean all loose material from drilling face and examine drilling face for

failed holes and "old guns" which are liable to contain unexploded dynamite.

18. The head miner will be penalized or discharged for any violation of these rules.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

RULES FOR DRILLMEN

1. The drillman must act as assistant to head miner and must assume all the head miner's duties and have charge of each working place while the head miner is absent in other working places in his section.

2. The drillman must comply with all rules for head miner during the absence of the head miner.

3. The drillman must go into the mine on the first man-trip at the beginning of each shift and shall be the first employe to enter the working face.

4. The drillman must personally examine the roofs, ribs and working faces by means of a hammer and bar and with the assistance of the section helper, quarry down all dangerous ground.

5. The drillman must immediately report to the head miner any loose or fallen timbers or other unusual conditions.

6. The drillman must not allow anyone to start work until the working faces have been made absolutely safe.

7. The drillman must personally inspect all tools, equipment, tracks, derailers and timbers in working faces and must not permit anything un-

safe to be used or allow employes to work under unsafe conditions or surroundings.

8. The drillman has full authority to order all men out of a working face when the conditions are dangerous and must do so immediately when these dangerous conditions are found to exist.

9. Head miners and section helpers, drillmen and section helpers, before drilling can be started, must clean all loose material from drilling face and examine drilling face for failed holes and "old guns" which are liable to contain unexploded dynamite.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

RULES GOVERNING THE USE OF SAFETY LAMPS

1. Mine Foreman must see that approved type of Safety Lamp and Electric Flash Light are kept in a convenient place in each mine where development work is being done.

2. Head miner in charge of development work must be thoroughly instructed by the Chief Mine Inspector and Mine Foreman in the proper use of Safety Lamp for gas inspection.

3. Head miner in charge of development work must make certain that Safety Lamp is in proper working condition at all times, reporting to the Mine Foreman any repairs needed to Safety Lamp.

4. Head miner in charge of development work when making gas inspection must use electric Flash Light together with Safety Lamp.

5. Head miner in charge of development work

must personally examine working place for gas with Safety Lamp before anyone is allowed to enter working place.

6. Head miner after making examination for gas must mark date on blackboard furnished for that purpose and which is placed at the entrance of working place.

7. The designation, "Working Place" is to include all narrow work which has been driven beyond the last cross-cut or level connecting the right and left hand manways.

UNDERGROUND MINING AND TIMBERING

1. When timbermen are placing timber in a slope, heading or other openings, care must be taken to see that they have built firm staging or platforms, so that when the men are lifting timber in place, there will be no possibility of an accident from the platform or staging giving way.

2. At all times special care must be given to trimming down the back and sides of all openings and particularly so after each blast and at the beginning of each shift.

3. Where spikes or nails are driven into stage planking, as soon as stages are dismantled the spikes and nails must be removed from the planks or other material used.

4. When a stope heading or upset is about to be holed, men must be stationed at a safe place on the opposite side to warn off anyone approaching that point until blasting has been completed. This rule must be complied with whether the place on the opposite side is working or not.

5. At all points, when blasting, each opening leading to the place where the blasting is done must be guarded by miners, to prevent anyone from walking into a blast. The men guarding these open-

ings must remain at openings until all holes have been blasted, except in case of failed hole.

6. In case any miners have holes which misfire, they must notify the miners immediately above or below them; also, report same to Mine Foreman or Assistant Mine Foreman immediately, and in no case whatever must they attempt to blast such missed hole without acting under instructions of Mine Foreman, or Assistant Mine Foreman. They must, also, when changing shifts, notify their opposite shift partner of such failed hole. No one must attempt to fire a missed hole until the end of the shift.

7. No person must be allowed to carry powder and caps at the same time, except when taking supplies into the slope or heading where the material is to be used.

8. No one must blast even one hole unless he has a partner with him or very close to him, to assist him, should it become necessary.

9. No drilling must be done where drill steel will go in old "gun" unless operator can see bottom of same. Old "guns" must be cleaned out, as unexploded dynamite may be in bottom.

10. No man must go in a working place unless he is positive that no blasting is being done.

11. No blasting must be done until head miner is sure that mule driver, mules, men, drill and other tools are out of the way in a safe place.

12. Miners must not allow their men to go back into a working place after blasting until they have personally examined the roof and quarried all loose material.

13. When timbers have been blasted out no men will be allowed to work under ground to be supported by such timbers until they have been replaced.

14. Mine foremen are required to inspect all working places or where men travel up and down

slope once each day, and see that same are in a safe condition. They must also inspect hoisting rope and couplings of skip at the beginning of each day's work.

15. All men must use regular travelways provided, and not haulage slopes, when travelling through the mines.

16. No miner shall slab his place or drive his place wider than he has been instructed by the mine foreman or chief engineer. All engineer's lines and grades shall be carefully followed and preserved.

17. It will be the duty of the mine foreman to inspect all headings at least once each day, to see if working places are properly timbered and track is in good repair, and see that men are not working under any dangerous ground. It will also be the duty of the mine foreman to see that in case of a place not being safe, the men are removed until same has been put in a safe condition.

18. Under no conditions must anyone ride on loaded or partly loaded skips.

19. All mule drivers must lead mules when taking them to and from underground stables.

20. Section helpers and mine helpers must personally satisfy themselves that working place is in safe working condition at the beginning of each shift.

21. Miners must not drill holes into roof of heading or slope, as the blasting of such holes causes dangerous roof.

22. Under no condition must anyone ride on skip containing explosives.

23. When explosives are to be hauled on skip, hoisting engineer must be notified by telephone, and told at what headings skip is to be stopped. Skip tenders must also be notified by telephone when explosives are being hauled on skip.

24. Miners are forbidden to use a fuse shorter

than four (4) feet for blasting "pops," longer holes or any other blasting whatever.

25. Explosives must not be placed, hauled or stored in tram cars or near tracks.

26. Miners must not leave their work and go to other parts of the mine except on Company business.

27. Section Helpers must be careful and not undermine muck pile while loading ore or rock.

28. Mule drivers and all other employes are forbidden to "tail" mules.

29. All gob piles of slate and sandrock must be at least thirty (30") inches from tracks.

30. Boxes containing explosives must be opened with wooden wedges and mallets only.

31. The drillman must see that air has been cut off before disconnecting hose.

32. No one will be allowed to check in at Tally House without screen or glass goggles.

33. Fighting underground is positively prohibited.

34. The riding of drag dipper to help load same is absolutely prohibited.

35. Under no conditions will any employee be allowed to work in front of skidder blocks while drag dipper is in motion.

36. The building of fires of any kind underground is absolutely prohibited except in the regular underground blacksmith forges and this to be done only with the Mine Foreman's permission.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

TRAMMING

1. No tram car must be stopped, whether loaded or empty, without brakes being set up or chocks placed under wheels.

2. In tramming cars, all men will be required to keep derailers closed and mule stops up.

3. All headings must have two or more good brake sticks for taking cars to side track at slope. Miner tramming car must personally examine brake stick, and if it is not in proper condition for tramming car he should secure one in good condition from his foreman. The Mine Foreman must also see that all brake sticks are in good condition.

4. No obstructions of any kind must be permitted to remain in slopes and headings, and all such slopes and headings must be kept clear at all times from loose timber, rails, plank, etc.

5. Employes must see that only one tram car is allowed to leave the face at the same time. A car must not be allowed to leave the face until the preceding car has had sufficient time to reach the knuck.

6. No one must ride on empty tram car except the driver and no one must ride on loaded tram car except the man tramming the car. In case a new man is being broken in, he will be permitted to ride a loaded tram car with the man who is instructing him.

7. While tramming cars, muckers must always have cars under control.

8. The running of mules up to the face chute while pulling empties and then cutting them loose from cars while on the run is forbidden.

9. Employees when tramming must see that the brake stick is in the proper place on tram car before tram is allowed to start from loading place.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

SLOPES AND SHAFTS.

1. All slopes must be cleaned at frequent intervals or as often as necessary to keep slopes in good condition and free from all obstructions, such as loose ore, rock or other materials. Before this work is undertaken the foreman commissioned to do it must personally see the engineer and advise him that the work is about to be done. If notified by 'phone the foreman must give his name to the engineer.

2. Properly separate all ladder compartments from hoisting compartments with suitable material, so that no one traveling ladders can sit on shaft dividers and get caught by the skip in motion.

3. The system of bell signals must be posted in a conspicuous place at all slopes and shafts and at all headings and levels underground.

4. Whenever practicable there must be no ladder in a compartment used for hoisting or lowering timber, and timber must not be hoisted or lowered through a ladder-way.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

EXPLOSIVES

1. The following instructions shall be printed in the different languages deemed advisable, and posted conspicuously in drys, change houses and any other places where it is considered necessary. They shall also be printed in pamphlet form and kept on hand for distribution to foremen and employes. The posted cards and pamphlets shall both be headed by some device that will convey to the most ignorant the idea that they concern the proper handling of explosives to avoid danger.

2. Don't forget the nature of explosives. By sensible treatment they can be very safely handled.

3. Don't smoke while you are handling powder or other explosives, and don't handle powder and explosives so near a light that there is danger from the flame or sparks.

4. Don't have a lighted lamp or open light in your hat or stuck in timber over the place where you are preparing powder and caps for blasting.

5. Don't throw or allow packages of explosives to fall violently.

6. Don't store blasting caps or electric fuses in the same box containing dynamite or powder.

7. Don't allow dynamite or powder, electric fuses or blasting caps to lie around in loose places where you are working.

8. Don't carry blasting caps or electric fuses in your pockets, and don't tap or otherwise investigate the same.

9. Don't attempt to withdraw a wire from an electric fuse.

10. Don't tighten a cap around a fuse by biting it with your teeth; use a cap crimper for that purpose, and don't attach the fuse to a blasting cap carelessly.

11. Don't attempt to remove blasting caps from

boxes by inserting wire nails or any sharp instruments.

12. Don't leave dynamite, fuse or caps in a wet place.

13. Don't use a short fuse to hasten explosion, or with the idea that it is economical to do so.

14. Don't fire a charge to shake a hole and then immediately reload it, as the hole will be hot.

15. Don't do tamping with iron or steel bars or with iron coupling on tamping stick. Use only a wooden tamping stick with no metal parts.

16. Don't force a stick of powder with a cap and fuse attached into a hole.

17. Don't fire a shot before everyone is out of danger and protected from flying debris. Protect your supply of explosives also from danger from this source.

18. Don't remove dynamite from original cartridge when loading holes.

19. In loading holes don't separate dynamite cartridges with clay dummies. This will leave unexploded powder in bottom of hole.

20. Don't put dynamite cartridge with exploder under other cartridges in hole. The fuse is liable to set fire to the powder.

21. Don't hurry in seeking an explanation for a misfire. Take plenty of time before you approach a misfire.

22. Don't use frozen or chilled dynamite.

23. Don't thaw dynamite on heated stoves, rocks, bricks or metal, or in an oven, and don't thaw dynamite in front of, near or over a steam boiler or fire of any kind.

24. Don't put dynamite on shelves or anything else directly over steam or hot water pipes or other heated metal surface.

25. Don't place a cap or electric fuse in dynamite in any room where powder is stored.

26. Don't put dynamite in hot water or allow it to come in contact with steam.

27. Don't put dynamite in the sun, as all nitroglycerine compounds decompose when exposed to the direct rays of the sun for any length of time, no matter what the temperature of the air may be, and hence lose their efficiency.

28. Don't keep any blasting caps or electric fuses in any room where powder is stored.

29. Don't store fuse in a hot place, as this may dry it out so that uncoiling will break it.

30. Do not fire a charge to chamber a hole and then immediately reload it. Wait until the hole is cool.

31. A series of sharp blasts must be given with whistles of either locomotive or steam shovel as a general warning that blasting is going to be done in that territory.

32. When bulldozing is to be done directly in front of a power shovel no one must remain on or under the shovel for protection.

33. All employees using Carbide Lamps to light fuse for blasting holes must personally make certain that the sparker on the lamp is in perfect working condition.

34. All men carrying caps and fuse into working places must carry same in piece of rubber hose provided by underground powderman.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

RULES COVERING THE HANDLING OF CARBIDE

1. All carbide is to be carried and kept in cans having screw tops, the same securely fastened at all times.

2. The storing of carbide and explosives or powder in the same box is prohibited.

3. Great care should be exercised in the emptying of partly used carbide.

4. Do not hold lighted lamp over carbide can, as there may be gas generated, which will explode and burn you.

5. All drums in which carbide is received must be washed out with water immediately after drum is emptied, as a small amount of carbide left in drum may generate sufficient gas to cause injury to some one in case light is held over drum.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

TEST PITS

1. All test pits must be blasted in and filled as soon as sampled. Any exception to this rule must be taken up with the General Superintendent.

2. All test pits, until completed and filled, must be securely covered at all times when men are not working in same.

3. Tools must be lowered in a bucket and securely fastened to same.

4. Spiral or pigtail hook must be used on buckets, with end sufficiently long to pass bail, or equally secure fastener.

5. After a man leaves a test pit he must not re-enter until it has been thoroughly tested for gas. This may be accomplished by lowering a lighted candle or lantern to the bottom of the pit.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

STEAM SHOVELS, LOCOMOTIVES AND CARS

1. Tracks that approach territory where blasting is about to be done must be protected with a red signal to prevent locomotives from coming within the danger zone.

2. In freezing weather all locomotives must carry a supply of salt, and engineers shall be instructed to salt footboards and side steps from time to time to keep the face free from ice and snow.

3. Engine must not be moved without first ringing bell, and whistles must be blown and bell rung when approaching crossings, curves, track crews working on track or when approaching shovel.

4. The eyesight of all locomotive engineers must be tested.

5. Locomotives and shovels under steam must not be left without a competent man in charge.

6. Riding on any but the trailing footboard is absolutely prohibited.

7. Brakemen are forbidden to ride on stripping cars.

8. Steam shovel runner must keep pitman on bank side of shovel only when absolutely necessary, and should report to foreman when men

working around shovel will not obey instructions from shovel runner.

9. Before dumping stripping cars on dumps, care must be taken to remove any rocks or chunks that may have lodged between the truss rod and car door.

10. Riding on locomotives is strictly prohibited except by special permission of the Superintendent or pit foreman.

11. No material of any kind must be carried on footboards.

12. No material must be carried on the front or rear of locomotives that will interfere with the use of grab-irons or handholes.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

MAIN SLOPE SKIPS AND CAGES

1. No one must get on man skip or cage while it is in motion or until eight bells signal has been given and permission to get on has been given by man in charge of skip. No one must get off of man skip or cage until it comes to a dead stop.

2. Riding on skips is strictly prohibited except on regular man trips and in emergency cases, and then only on authority of mine foreman.

3. When hoisting or lowering man trips, skip must be free of tools and material.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First viola[illegible]: Strong reprimand by Superintendent of the [illegible]artment.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

UNDERGROUND STABLES

1. No smoking or open lights must be allowed in underground stables.

2. No lights other than incandescent electric lights shall be used in underground stables. Such lights must be placed so that same will not be broken or injured by stock or persons working in the stable.

3. All hay or straw taken into the mine must be in compact bales and not more than two days' supply shall be stored in the mine at any one time.

4. All refuse and waste from stables shall be removed from the mine promptly and not allowed to accumulate.

PENALTY: Violation of any of the above rules shall be subject to the following penalty:

First violation: Strong reprimand by Superintendent of the Department.

Second violation: Suspension for not less than three days and not more than ten days.

Third violation: Discharge.

GENERAL RULE ON PENALTIES: "There are certain vital safety rules such as handling of explosives, tramming, etc., the first violation of which will be subject to suspension or discharge, at option of Superintendent."

DEFENDANTS' EXHIBIT NO. 6

THE ORE MINER
--SAFETY--

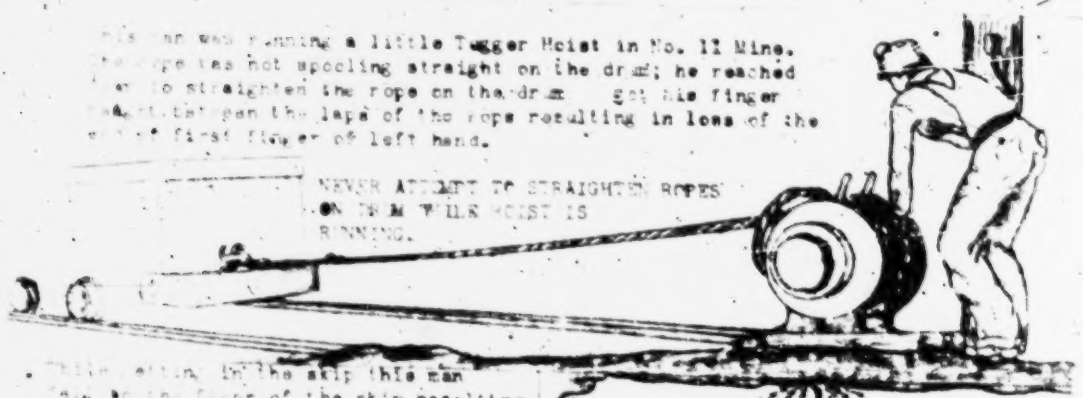
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TENNESSEE COAL IRON & R. R. CO.
ORE MINES & QUARRIES

Page 3.

LOST TIME ACCIDENTS FOR MONTH OF NOVEMBER

131



...man was running a little Tugger Hoist in No. II Mine. ...rope was not spooling straight on the drum; he reached ... to straighten the rope on the drum ... got his finger ... that ... the laps of the rope resulting in loss of the ... first finger of left hand.

NEVER ATTEMPT TO STRAIGHTEN ROPES ON DRUM WHEN HOIST IS RUNNING.

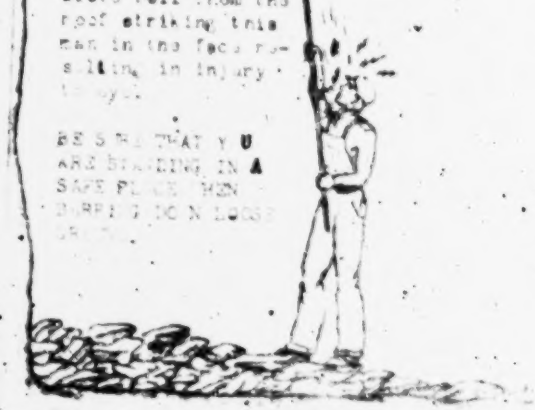
...sitting in the skip this man ... the floor of the skip resulting ... fracture of pubic bone.

...TING IN SKIPS.

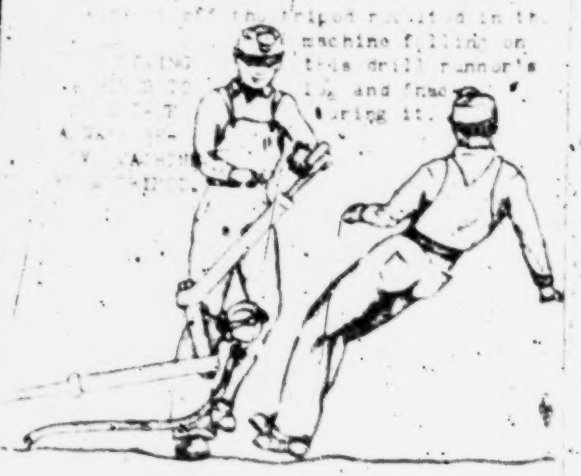


While barring down loose material a small piece of ...ste fell from the roof striking this man in the face resulting in injury ...

BE SURE THAT YOU ARE STANDING IN A SAFE PLACE WHEN BARRING DOWN LOOSE ...



...drill mechanic at the first ... off the tripod resulting in ... machine falling on ... this drill runner's ... and fracturing it.



...A ... finger dropped ... the block to ... fell on his ... foot.



Skip Accidents. Each man who works Underground spends an average of 10 minutes each day riding in and out of the mine in a skip. With 2,000 men working underground on Red Mountain this total means a total exposure of 20,000 minutes each day to possible injury from skip accident. Figured in days this would be equal to 1 man riding the skip 8 hours per day for 41 days. That would mean he would have to spend that much time keeping his head below the top of the skip, getting in and out of the skip carefully, etc.

Skip accidents have helped mar some pretty good safety records in recent years. Yet, they are about the most unnecessary and inexcusable type of accident we have. What excuse is there for a man to deliberately stick his head above the top of a skip, knowing that it is only a matter of inches separating him from serious injury or death? There is not a slope on Red Mountain where the roof clears the top of the skip more than a few inches for most of the length of the slope. Though this is known to all who ride in skips, yet, every once in a while some one will "stick his neck out" and draw back a bloody head.

Then there is the matter of getting injured while getting in and out of the skip. Most of this type of accident, and there have been several in the past 2 years, are caused by falling while getting in the skip. A good many years ago, when every one tried to be the first one in the skip, there might have been some excuse for a man getting hurt while getting in. But now that the pushing and crowding have been stopped and we load up like humans there is small excuse for any one to get injured while getting in the skip.

Horseplay while riding in the skip has also caused its share of accidents. Any one who would indulge in horse-

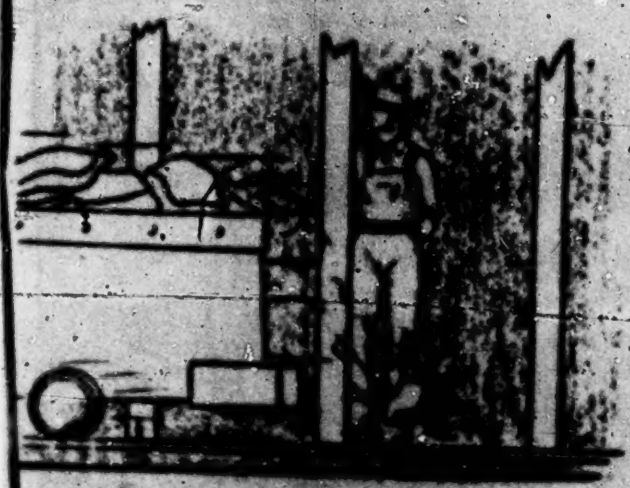
play in a skip loaded with men certainly is not the type of man wanted on Red Mountain. The very fact that it is difficult for supervisors to put their fingers on those guilty of this practice makes the practice only more cowardly and disgusting. We don't believe there are many men on Red Mountain who would resort to horseplay inside a skip loaded with men.

THE OLD MAN OF RED MOUNTAIN

In the Ore Mines of Red Mountain
Deep beneath the rolling hills
Works an old man gnarled and rugged
Mining ore to feed the mills.
Many are the years he's labored
Working steady, safely too,
Un-complaining, asks no favors
Other than a task to do.

To Young Miners, hasty, thoughtless,
Never seeing dangers lurk,
Words of caution and of wisdom
Speaks he to them as they work.
Speaks them to the truth and headstrong
To the ones who take a chance,
Tells them how to work in safety
Seeing dangers in advance.





In this fashion speaks he to them;
"See you cars that pass us by?
When you meet 'em rib your rump lad
They may wreck as they draw nigh.
If it's loaded cars that's passin'
You can count on one thing 'shore
As th' cars go slickin' past you
Off will roll a chunk O' ore.

"See that trolley cable O'er you
Stretchin' endless down th' tracks?
Looks so harmless, but don't touch it
What a whallop that thing packs!
Runnin' down that wire so freely
Is 250 volts, you see,
'Twixt us steel upon your shoulders
It must mix with that D.C."

"Speakin' of th' dangers down here
There is one that tops 'em all
That's th' danger of loose pieces
From th' roof an' ribs that fall.
It is true that there ain't many
Caught by fallin' roof an' ore
Them that are, they're seldom ever
Fit to try to mine no more".

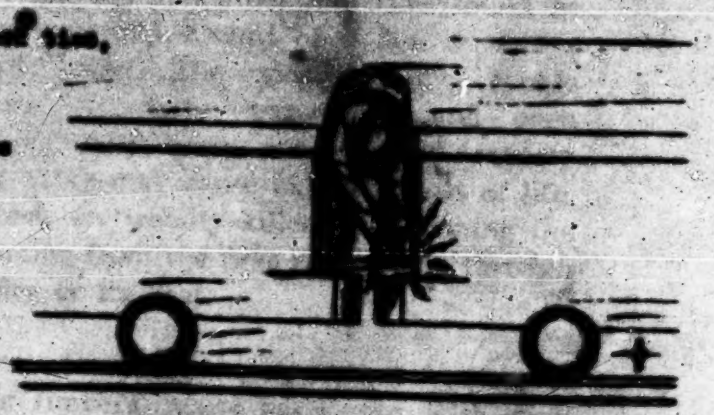
"So to guard against this danger
There is one thing you must do
Use your bar, pull down loose pieces
Get 'em before they get you.
Quarry 'til you're listen logged
S'long as there's a loose rock found
Better that you pull your guts out
Than be mashed by fallin' ground."



7

"When handlin' timbers, rails an' trees too,
Moves must be co-ordinated
For if a crew don't work together
Fingers may be amputated.
So, keep your hands from under timbers
Use a timber hook instead
If you do this then you won't ever
Have your fingers spewin' red.

"If you want to lose your fingers
There's a way that's shore as H—l
Try to couple cars that's movin,
Rat-fingers, they ain't made to sell.
Many lads have fingers missin'
Caused by jist one D—n fool notion
Of gettin trips pulled in a hurry
An' couplin' cars while they're in motion."





"When mine draw ropes, they're mule tricky
When it comes to gettin' you,
They don't pick on certain fellow
They have laid up quite a few.
A block hurt up in a loose bunger
Will be pulled out bye and bye
Then like a whip you'll see th' drag rope
Lash 'way out to hit some guy."

"Tis a pity that so many
Lives an' limbs are bein' lost
When it all could be prevented
If we'd think of what it costs.
Cost in worry, cost in sadness
To th' ones whom we adore
Cost in loss of mutual enjoyment
These are things we can't ignore."

So speaks the Old Man from Red Mountain
Speaks he words to those who hear,
Speaks to those who listless, hear not,
And to those who only jeer.
But this work of teaching safety
Is not one man's job, nor two,
It's a job for each and every-
Lasting one of us to do.

F. E. B.

Underground Fire Hazards: Because of the highly combustible nature of timbers and other materials found or used in mines the potential hazard of a fire is always present in every mine. The most prolific causes of mine fires are electricity, explosives, and open lights. Mine fires usually cause considerable property damage and many times may cause extensive loss of life. Victims of mine fires are usually killed by breathing the poisonous gases coming from the fires rather than through contact with the fire or its heat.

The chief causes of mine fires in our ore mines is through ignition of timbers, waste paper, etc. with open lights or by smoking. Lighted lamps coming in contact with timbers can easily ignite the timbers. In a great many instances it is not known that timbers have been ignited until the fire has gained such headway that it is difficult to get to it due to the smoke and fumes. Collections of waste paper may easily be ignited by throwing a lighted cigarette in their midst. A fire like this may smolder for hours only to break out at a time when there is no one in the mine. In such instances timbers are usually ignited by the burning waste and a real mine fire is then under headway.

When we consider that the burning of one timber the size of a track tie can cause enough smoke, and fumes to kill any one who is caught in them, we can realize that it is very important to keep waste cleaned up and to be careful where we throw lighted cigarettes.

There are certain precautions which we should also take to prevent fires of electrical origin. Some of these precautions are listed below:

1. Dis-connect all trolley, feeder, and other mine circuits not actually in use.

2. Keep all electrical circuits, including trolley wires, from touching wood, canvas, and other combustible materials.

3. Keep rails of trolley return circuits well bonded.

4. Make splices in cables, strong, well insulated, and water-tight.

5. Keep locomotives and machines free from accumulations of grease and oily rags.

6. Keep clothing and other combustibles away from heaters, rheostats, and electrical equipment that might become over-heated.

7. Protect electrical equipment and circuits against falls.

DEFENDANTS' EXHIBIT NO. 6

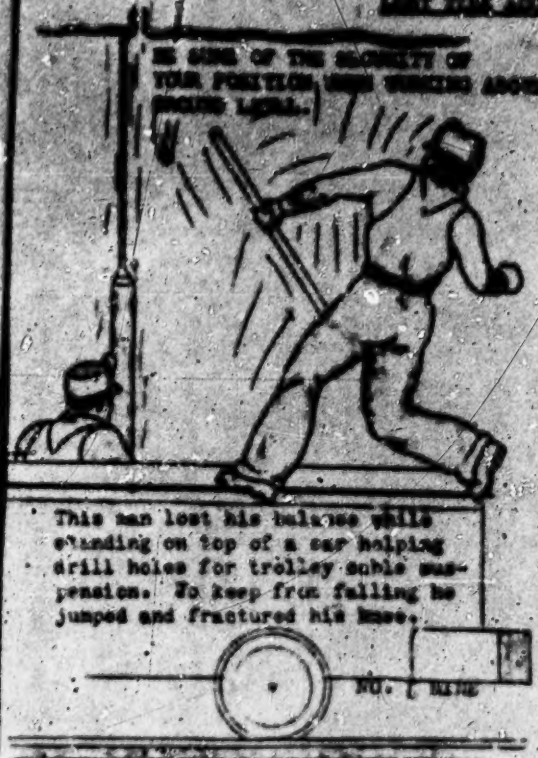
THE ORE MINER
--SAFETY--

February 1940 Issue No. 19

TENNESSEE COAL, IRON & RAILROAD CO.
ORE MINES & QUARRIES

Page 4.

LOST TIME ACCIDENTS FOR JANUARY



This man lost his balance while standing on top of a car helping drill holes for trolley cable suspension. To keep from falling he jumped and fractured his knee.

NO. 1 MINE

4

NO. 10 MINE



While riding out of the mine on bail of the skip the bail was jerked upward by the rope, catching this man against the skip door. FAILURE OF THE STEAM MAN ON THE HOIST ENGINE TO PICK UP THE DASH-POT PLUNGER CAUSED THIS

While breaking a piece of ore a section of the ore rolled onto this man's foot, fracturing a bone.

Carelessness caused this accident

Be SURE YOUR FEET ARE IN THE CLEAR WHEN BREAKING ROCK OR ORE.

NO. 12 MINE



While tightening a timber against the roof with a section of 70 Lb. rail this man allowed his finger to be caught between the end of the rail and the timber.

CARELESSNESS CAUSED THIS



NO. 4 MINE.

This Month's Safety Talk.

We had thought that the intensive work of training men to take down loose material would surely show fruits for the year 1939. Instead of this, however, we showed a big increase in this type of accident. For the year 1939 accidents from falling material accounted for 30.8 per cent of our total lost-time accidents for the year as against 7.3 per cent for the year 1938. In 1939 there were 13 lost-time accidents from falling material as against 3 from the same source during 1938.

We cannot, for one minute, relax in our efforts to prevent accidents from falls. The first duty of every heading crew, upon entering their working places at the beginning of the shift, is to thoroughly quarry out the working face before doing other work. Not only must the larger pieces be barred down but the smaller pieces which look harmless enough when sticking in the roof, ribs or the face, must also be taken down. Such small pieces accounted for ten out of the thirteen lost-time accidents from falling material during the year 1939.

When we consider that a piece of ore 1'x1'x1' weighs about 225 lbs., we can see how necessary it is to give special attention to the smaller pieces. To be struck by such a falling piece of ore would, in all probablity, result fatally. There would be very little difference, in so far as the injuries were concerned, in being hit with a piece this size falling from a height of ten feet and in being hit with a weight of one ton falling from a height of one foot. A piece of slate measuring 20"x10"x2" would be called a "scale" by the average man underground. Yet a piece of slate that size weighs approximately 40 lbs. There aren't any of us who would like to be hit with a piece of slate this size, whether it fell

from a height of one foot or ten feet. It would be bad enough to be hit with the flat side of such a piece but to be hit with a sharp edge, which would likely happen, would result in serious injury.

The average miner is too prone to overlook the small pieces and even when found, those acting in a supervisory capacity will fail, at times, to caution their men about the importance of taking down such small pieces. Too many times the average foreman will go into Bill's place and seeing small pieces sticking to the roof, face or ribs will say to him: "Knock that scale down, Bill." Whereupon Bill will take his bar and touching the small piece referred to, down the piece will come. But, is Bill, right then and there, cautioned about the importance of taking down such small material? Far too often there is nothing further said and Bill is left with the impression that it was not important after all. After this has been done time and time again and supervisors fail to caution Bill, let alone discipline him, is it any wonder that he grows careless in the matter of barring down the small material? And when a man gets careless in barring down the smaller material it isn't long until he will be neglecting to take down the larger pieces.

Another important reason why the man at the working face should be impressed with the importance of taking down small pieces is that very often small pieces in the roof will, when barred down, uncover much larger pieces and reveal dangerous roof conditions. Many times, as we all know, small loose pieces in the roof are caused by the roof gradually taking weight and breaking. In such cases great care must be used in taking down the smaller pieces as the roof above may be ready to drop out over a much wider area than is indicated by the so called "small scales".

With the depth at which we are now mining we are bound to have much more hazardous roof conditions than when we were working under less cover. This is a fact which we all should keep constantly in mind if we are to reduce accidents from falling material. It is necessary that timbers be kept right up to working faces, regardless of how good we may judge the roof to be. Frequent testing of the roof is absolutely necessary during the shift. Roof which seemed reasonably safe at the beginning of the shift may, in some instances, be in dangerous condition a short time later. With drill machine running, loaders operating, fans running and other operating noises it is impossible to hear roof breaking should it start to do so. For this reason all equipment should be stopped at regular intervals during the shift while roof is tested.

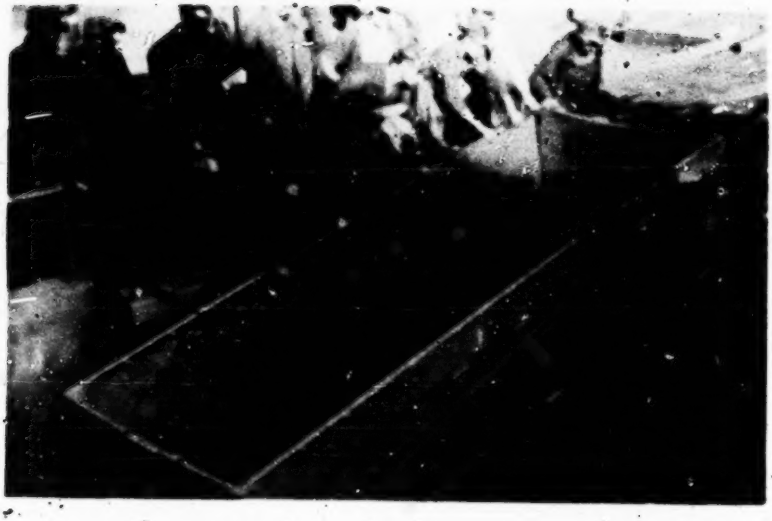
The actual working faces in our mines are quarried more thoroughly than the areas between the chutes and the faces. This area between chutes and faces seems to be regarded as "No Man's Land" by a great many of our men. As a result these areas are sometimes left to take care of themselves. At least four of our lost-time accidents for the year 1939 were caused from falling material in these areas, not to mention the loose material left by crews in these areas which mght have resulted in injuries but for acts of providence; for every loose piece of material left where men have to pass or travel constitutes a potential serious injury to someone.

Another area which some of our miners are prone to neglect is the space in the roof between cross collars. The fact that a heading is timbered with cross collars does not mean that no further danger exists in such places and that it can be forgotten. Such an attitude creates a false sense of security. It has been proven time and

time again, that more accidents occur in places where the roof is considered safe then in places that are known to be dangerous. This is due to the fact that we relax our vigilance and become careless in places where we consider the roof safe and requiring no attention. On the other hand a place that is known to have dangerous roof conditions is usually watched closely with the result that accidents do not occur so frequently in such places.

If each man could realize how much his safety depends upon, not only taking down the large loose pieces but also the small pieces, the problem of getting working places quarried properly would be solved. If a man is ever struck by a falling piece of material the chances are that he will never forget it and as a result, he will in the future, be careful to take down all loose material in his working place. The next time you overlook a small piece of loose material and the Boss comes around and has you take it down, just pick it up and judge for yourself what it would have been like had you been hit with the piece.

To Thoroughly Quarry Out Your Working Place Is an Indication of Good "Horse Sense". To Fail to Do So Is an Indication of Foolhardiness



TENNESSEE COAL IRON AND RAILROAD COMPANY
PAY STATEMENT
GIVE THIS PART TO PAYMASTER

3728

AMOUNT

SIGN HERE

TENNESSEE COAL IRON AND RAILROAD COMPANY
PAY STATEMENT

3728

UNIT OF PAY | TOTAL UNITS | RATE | AMOUNT

HOURS

RATE ADJUSTMENT
INCENTIVE
INCENTIVE EXPLOSIVE
TOTAL EARNINGS
TOTAL DEDUCTIONS
BALANCE DUE

DETAIL OF DEDUCTIONS

SUPPLIES
ACCIDENT & HEALTH INSURANCE
ALA. UNEMPLOYMENT INSURANCE
FED. OLD AGE BEN. TAX
GARNISHMENTS
CASH ADVANCES
U. S. STEEL GROUP INSURANCE
MEDICAL FEE
TENNESSEE LAND CO.
RENT, ELECTRICITY AND WATER
RENT DEFERRED
COAL AND COKE
APPRENTICE AND SCHOLARSHIPS
LOST BADGES
HOSPITAL ACCOUNTS
MERC STORE
MERC STORE
MERC STORE
BACK INDEBTEDNESS
WORKS ACCOUNTS RECEIVABLE
FUNERAL EXPENSE, ETC.
CREDIT UNION

EMPLOYEE TO KEEP THIS PART
THIS IS A STATEMENT OF YOUR EARNINGS FOR 2ND PERIOD AND RECEIPT FOR ALL DEDUCTIONS

TENNESSEE COAL IRON AND RAILROAD COMPANY
PAY STATEMENT
GIVE THIS PART TO PAYMASTER

3728

AMOUNT

TENNESSEE COAL IRON AND RAILROAD COMPANY
PAY STATEMENT

3728

UNIT OF PAY | TOTAL UNITS | RATE | AMOUNT

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THIS IS A STATEMENT OF YOUR EARNINGS FOR 2ND PERIOD AND RECEIPT FOR ALL DEDUCTIONS

4392 T. C. I. EXHIBIT 30.

Tennessee Coal, Iron & Railroad Company.
Iron Mines & Quarries,
Ishkooda Division.

Minutes of Meeting Held at Ishkooda Office at 3:40 P. M.,
September 21st, 1937.

The following were present:

Mr. C. B. Cameron, Superintendent, Ishkooda Division, and the following committee from Ishkooda Local No. 153 of the International Union of Mine, Mill & Smelter Workers:

Mr. E. T. Patterson, President,
Mr. E. A. Sisemore, Committeeman,
Mr. W. L. Hogge, Committeeman,
Will George, Col., Committeeman,
Mr. Jack Warren.

The meeting was called to order by Mr. C. B. Cameron, Superintendent, at 3:40 P. M.

Mr. Cameron:

Mr. Patterson, you asked me yesterday afternoon for a meeting with this committee for 3:30 this afternoon. The meeting is now open.

Mr. Patterson:

We want to take up the case of Jack Warren, who is present with this Committee, and who formerly worked at Ishkooda for Head Miner T. J. Sizemore. We would like to know if he will be re-employed.

Mr. Cameron:

No, he will not. He was one of the 25 or 30 other men who were laid off when we had to reduce our working force when our operating schedule was changed from 6 days per week to 5 days per week, this becoming effective the week of July 5th. The last day Warren worked was July 10th. For your information Warren was a careless workman, having been injured three times, and as Jack knows, I had him in the office during the latter part of June and told him he was very careless and if operations were reduced he would be very apt to be one of those to be laid off, this due to carelessness in his work.

Mr. Patterson:

I did not know of his other accident.

E. A. Sisemore:

How about James Hodges being injured 3 or 4 times?

Mr. Cameron:

The James Hodges case has nothing to do with the case we are discussing, but for your information Hodges' injuries were of a minor nature. Have you anything else to bring up at this meeting?

Mr. Patterson:

I guess that is all.

The meeting was adjourned at 4:00 P. M.

E. T. PATTERSON,
Committeeman.

C. B. CAMERON,
Superintendent—Ishkooda.

J. I. WILLIAMS,
Secretary.